

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS



3 HMB Circle
 US 460
 Frankfort, KY 40601
 Office: (502) 695-9800
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November 13, 2012

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

RE: Response to RFP #33-2012 – Category 2 (Dig and Replace Pipelines)

Dear Sir or Madam:

The Lexington-Fayette Urban County Government (LFUCG) has a huge responsibility to provide safe and reliable wastewater services to a large metropolitan population. With this responsibility comes a tremendous opportunity to change and improve the lives of hundreds of thousands of people. These improvements will not only stem from environmental quality improvements, but also by making sure Lexington’s economic future is not impeded in any way by wastewater infrastructure.


We consider this to be a once in a generation opportunity to partner with LFUCG. We recognize that the engineering consultants who become pre-qualified for this effort must embody the most important elements of **experience, capability, true partnership** with LFUCG and **commitment** to see the job through.

HMB Professional Engineers, Inc. (HMB) understands that LFUCG faces common issues that confront municipalities across the Commonwealth – how to upgrade, maintain and operate infrastructure as mandated by state and federal regulators with the very limited financial resources available. HMB knows that federal developments have changed the game for LFUCG, and has partnered with others in similar circumstances. In fact, we currently serve as a consultant to multiple communities currently under Consent Decree sanctions from the EPA and KyDEP. With this specific experience, as well as nearly 50 years of providing *quality solutions* for municipal wastewater entities, HMB stands ready, willing and able to assist LFUCG in overcoming these same issues.

HMB has provided professional engineering services across the Commonwealth for decades on Dig and Replace Pipeline projects. Our team of professional engineering staff consists of recognized leaders in the wastewater industry, with “turn-key” capabilities. We encourage you to review our enclosed experience and qualifications in detail and to contact our references, as we are confident in what will be relayed to you.

Thank you for your consideration of HMB and our team. We look forward to further discussion and partnership with LFUCG.

Sincerely,
HMB Professional Engineers, Inc.



Joe Grider, PE, PLS
 Principal-In-Charge

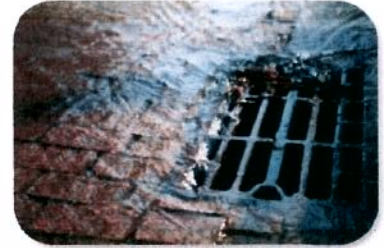
- Highway Engineering
- Structural Engineering
- Water & Wastewater
- Site Development
- Right-of-Way
- Master Planning
- Environmental Planning
- Abandoned Mine Land
- Surveying
- Project Management
- Cost Estimation
- Stream Restoration
- Construction Inspection
- Aviation Services
- Environmental Remediation

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 - WORKFORCE ANALYSIS FORM
 - CERTIFICATE OF LIABILITY INSURANCE





Firm Qualifications

WATER & WASTEWATER DIVISION

HMB is a privately-owned consulting, engineering and environmental firm with corporate headquarters in Frankfort, Kentucky. Since 1963, HMB has provided extensive engineering and related services throughout Kentucky and surrounding states, with a primary focus on understanding and meeting the specific infrastructure needs of public clients within the Commonwealth and beyond. Among HMB's areas of expertise are wastewater collection and treatment, storm water management and drainage design, drinking water distribution and storage systems, treatment facilities, site/industrial park development, construction administration, sidewalk design, and transportation systems engineering.

Today, professional infrastructure design includes studies of population growth, long-term economic trends and other conventional planning measures. The planning process helps us understand a specific community's needs for water, wastewater, stormwater, construction administration and site/industrial development services. Infrastructure projects have grown in complexity as increasingly stringent design standards and expectations are put in place by government and the public at large. Professionals with experience and familiarity with the history of these developments bring valuable understanding to your design project. As innovative leaders, we always look to apply new methods that pass our scrutiny and meet our client's objectives.

WASTEWATER SYSTEMS

From modifying collection systems to helping your hometown implement more efficient treatment methods, we help improve health and living conditions and add to an area's economic development potential through forward thinking wastewater systems design.

STORMWATER SYSTEMS

Stormwater issues can become a serious deterrent to economic growth, particularly for municipalities in low-lying areas. HMB has experience working with cities and other groups in helping to provide cost-effective, long-term solutions to the problems associated with completing municipal storm sewer projects.

DIG AND REPLACE PIPELINES PROJECTS

The team assembled by HMB for Dig & Replace Pipeline Projects brings decades of experience with similar projects, as well as WBE participation. Throughout our history, HMB has completed many dig and replace pipeline wastewater projects within the local area and beyond. There are numerous examples, with references, detailed herein and many more are available for further review. The HMB team's relevant experience and demonstrated capabilities in this category are second to none.

In addition to the above wastewater expertise, HMB also offers a full array of drinking water, transportation/roadway, site development and environmental services.

AVAILABLE SERVICES:

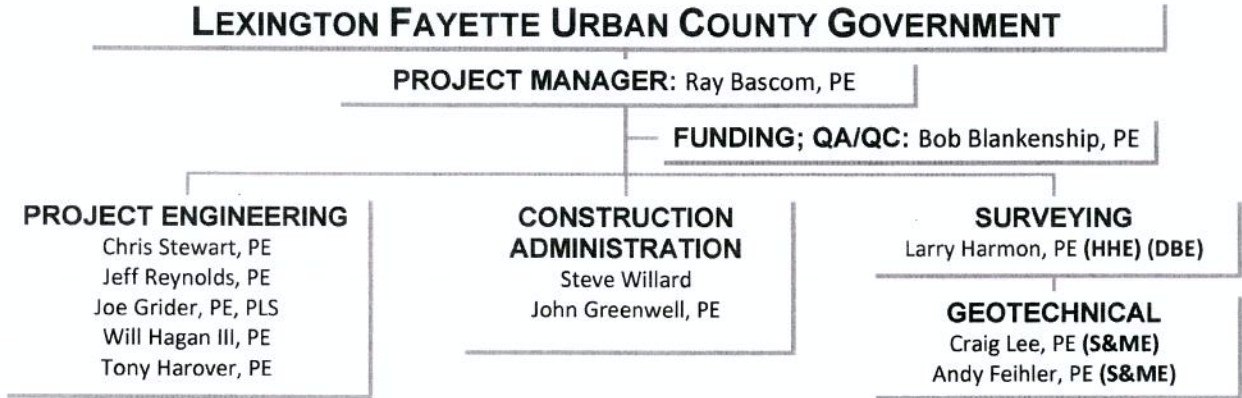
- Funding Assistance
- Facilities Planning
- Technical Design
- Advertising & Bidding
- Construction Administration
- Construction Observation
- Master Planning
- Structural Engineering
- Assessment Services
- Hydraulic Modeling
- Cost Estimation
- Surveying
- Site Development
- Right-Of-Way Assistance
- Environmental Remediation
- Environmental Documentation
- Program Management
- Plan Review



Performance Record & Expertise of Personnel

ORGANIZATIONAL CHART

Please refer to the organizational chart and individual resumes to see how these specific personnel are especially well-suited to work with the Lexington Fayette Urban County Government toward achieving its goals.



RISK MANAGEMENT PLAN

Tony Harover, Joe Grider and Jeff Reynolds all have recent dig and replace design experience. Although neither of them have completed three local projects in the past five years, each one is more than capable of stepping in and completing the design for a dig and replace project, should the need arise.

PROJECT TEAM EXPERIENCE

We have put together a highly qualified team of engineers ready to work on this project. The table below summarizes the project team and the amount of experience they have.

| PROJECT TEAM MEMBER | YEARS OF EXPERIENCE |
|---------------------|---------------------|
| Jeff Reynolds, PE | 19 Years |
| Bob Blankenship, PE | 34 Years |
| Joe Grider, PE, PLS | 29 years |
| Chris Stewart, PE | 13 Years |
| Ray Bascom, PE | 25 Years |
| Tony Harover, PE | 28 Years |
| Will Hagan, PE | 5 Years |
| Steve Willard | 19 years |
| John Greenwell, PE | 4 years |



Project Team

Ray Bascom, PE

PROJECT MANAGER

Ray brings 25 years of experience in designing water and wastewater treatment facilities, water distribution systems, water storage reservoirs, sewage collection/ transmission systems, pump stations and force mains. Throughout his career, he has designed multiple wastewater treatment plants varying in size from 2,000 gallons per day to 10 million gallons per day. Ray has also served as Project Manager on several sanitary and storm sewer projects throughout the Bluegrass ADD District within the last 5 years. Detailed descriptions of some of those projects are listed below.

RELATED EXPERIENCE

HOLMES STREET STORM & SANITARY SEWER SEPARATION CONTRACT I - FRANKLIN COUNTY, KY

Project Manager, 2001-Present

Stormwater design services for the East Main Outlet of the Holmes Street area. The project includes 1000 feet of 10 foot diameter tunnel to the Kentucky River with a gated outlet and sluice gate located at the tunnel inlet. Other aspects of the project include 225 feet of 6 foot x 6 foot box culvert, 320 feet of 72 inch reinforced concrete pipe (RCP), two 10 foot diameter manholes, 1,230 feet of 48 inch RCP and 2,185 feet of 4 foot flat bottom ditch. The project also includes contract administration services including advertising, bidding and evaluation of contractors.

HOLMES STREET STORM & SANITARY SEWER SEPARATION CONTRACT III-A2 - FRANKLIN COUNTY, KY

Project Manager, 2001-Present

This phase of the Holmes Street Drainage project is the first phase of separating the existing combined sewers in the Holmes Street Corridor. The project consists of approximately 5,000' of new RCP storm sewer ranging from 12" to 48" in diameter, approximately 7,700' of sanitary sewer rehabilitation, by CIPP, and open cut, methods ranging in size from 8" to 24", 30 manholes and service reconnections to approximately 150 customers.

CITY OF SADIEVILLE, SANITARY SEWERS PHASE I – SCOTT COUNTY, KY

Project Manager, 2003-Present

This project included upgrading the small diameter sanitary collection system that serves approximately 120 households and businesses. This collection system consists of 4 and 6-inch mains, with a septic tank at each customer. These lines were replaced with 5,400 l.f. of 8" diameter collection lines. This project also included two new pump stations, one pump station upgrade and 15,000 l.f. of 6" sewer force main.

CITY OF NORTH MIDDLETOWN, SANITARY SEWER REPLACEMENT – BOURBON COUNTY, KY

Project Manager, 2011-Present

This sanitary sewer replacement project consists of replacing 10,100 l.f. of gravity sanitary sewer and 41 manholes.

PERSONAL BACKGROUND

YEARS OF EXPERIENCE

25 Years

YEARS WITH HMB

16 Years

EDUCATION

BS, Civil Engineering

University of Tennessee, 1986

REGISTRATIONS

Kentucky, Civil, PE #18277

Tennessee, Civil, PE # 22616

Indiana, Civil, PE #19700225

PROFESSIONAL DEVELOPMENT

PSMJ Project Management

Training, 2002

AFFILIATIONS

American Water Works Association

Chi-Epsilon (National Honor Society of Civil Engineers)

Consulting Engineers Council of Kentucky

National Society of Professional Engineers

EMPLOYMENT HISTORY

HMB Professional Engineers, Inc.

April 1996–present

Elrod Dunson, Inc.

May 1994-April 1996

James C. Hailey & Company

March 1989-May 1994

John Coleman Hayes &

Associates Consulting Engineers

October 1986-March 1989



Project Team

Anthony S. Harover, PE

PROJECT ENGINEER

Tony has over 28 years of experience in planning, funding, design, and construction of a multitude of water and wastewater projects and storm water projects. His experience includes design of water mains, pump stations, storage facilities, wastewater collection systems, and storm drainage systems. In addition, Tony has assisted utilities and municipalities with all types of funding, planning, modeling, and all aspects of contract administration.

RELATED EXPERIENCE

Many of these projects were completed while employed previous to HMB.

METROPOLITAN SEWER DISTRICT - JEFFERSON COUNTY, KY Construction Engineer, 2010-2011

Tony performed design review, bidding, award, and contract administration for \$12+million construction contracts. Managed construction contracts, interacted with public and other utilities/agencies for major capital projects plus multiple other smaller construction projects throughout Jefferson County.

LOUISVILLE WATER COMPANY – JEFFERSON COUNTY, KY Project Manager, 1998-2008

Tony served as project manager providing design for 5 miles of 16" and 12" transmission main.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT - FAYETTE COUNTY, KY Project Manager, 2008-Present

While working for BCCLT and HMB, Tony provided design and construction engineering on several sanitary sewer collection projects. These projects included the UK Veterinary Diagnostic Laboratory, UK Center for Applied Energy Research, and BCTC Newtown Campus. These projects consisted of relocations and/or upgrades to on-site water and sanitary sewer collection systems.

SPRINGFIELD WATER & SEWER COMMISSION - WASHINGTON COUNTY, KY Project Manager, 1995-Present

The following summarizes the major details of projects Tony assisted in: over 250 miles of potable water main; 12 miles of 16" raw water transmission main; four elevated storage tanks (75,000 gal., 2 - 100,000 gal., and 150,000 gal.); four pump stations (125 gpm, 2 - 150 gpm, and 250 gpm); a major pump station upgrade (from 1,000 gpm to >1,600 gpm); and approximately 1,300 new customers. In addition, other areas of involvement include planning studies, funding, regulatory assistance, construction administration, and coordination between various agencies. Tony also designed the water and sewer extensions to the new Washington County High School located on the US 150 Bypass.

CITY OF FORT WORTH, TX – FORT WORTH, TX Design & Construction Engineer, 1983-1990

While working for the Fort Worth Water Department and Martin K Eby Construction, Tony provided design and construction engineering on numerous water distribution, sanitary sewer collections, and large diameter water transmission main projects.

PERSONAL BACKGROUND

YEARS OF EXPERIENCE

28 Years

YEARS WITH HMB

1.5 Years

EDUCATION

BS, Civil Engineering
University of Kentucky, 1983

REGISTRATIONS

Kentucky, Civil, PE #16732
Ohio, Civil, PE # 67720
Indiana, Civil, PE #19900185

AFFILIATIONS

American Society of Civil Engineers
Kentucky Society of Professional Engineers
American Water Works Association

EMPLOYMENT HISTORY

HMB Professional Engineers, Inc.
July 2011–present
Metropolitan Sewer District
2010-2011
Harover Engineering & Design, PLC
2008-2011
Biagi, Chance, Cummins, London & Titzer
2008-2010
Strand Associates, PEH Engineers
1990-2008
City of Ft. Worth, TX, Water Department, 1986-1990
Martin K Eby Construction, Co, Inc, 1983-1986



Project Team

Joe Grider, PE, PLS

PROJECT ENGINEER

Joe brings over 29 years of surveying and engineering experience to HMB. Over the years, Joe has been responsible for the supervision of field data collection, engineering design and plan preparation for land development projects in several counties in Central Kentucky. Joe also has extensive experience with all aspects of storm sewer design and storm water management, as well as sanitary sewer line extensions and water line extensions. Joe has provided services for several sanitary and storm sewer projects throughout the Bluegrass ADD District within the last 5 years in a variety of capacities. Detailed descriptions of some of those projects are listed below, including a list of land development projects:

RELATED EXPERIENCE

HOLMES STREET STORM & SANITARY SEWER SEPARATION CONTRACT I - FRANKLIN COUNTY, KY

Principal Engineer, 2001-Present

Stormwater design services for the East Main Outlet of the Holmes Street area. The project includes 1000 feet of 10 foot diameter tunnel to the Kentucky River with a gated outlet and sluice gate located at the tunnel inlet. Other aspects of the project include 225 feet of 6 foot x 6 foot box culvert, 320 feet of 72 inch reinforced concrete pipe (RCP), two 10 foot diameter manholes, 1,230 feet of 48 inch RCP and 2,185 feet of 4 foot flat bottom ditch. The project also includes contract administration services including advertising, bidding and evaluation of contractors.

HOLMES STREET STORM & SANITARY SEWER SEPARATION CONTRACT III-A2 - FRANKLIN COUNTY, KY

Project Engineer, 2001-Present

This phase of the Holmes Street Drainage project is the first phase of separating the existing combined sewers in the Holmes Street Corridor. The project consists of approximately 5,000' of new RCP storm sewer ranging from 12" to 48" in diameter, approximately 7,700' of sanitary sewer rehabilitation, by CIPP, and open cut, methods ranging in size from 8" to 24", 30 manholes and service reconnections to approximately 150 customers.

Joe also provided sanitary and storm sewer design for the following development projects:

COPPERLEAF SUBDIVISION

FRANKFORT, KY

A mixed-use (commercial and residential) subdivision with 3,200' of sanitary sewer collection lines, as well as street extensions, storm inlets, storm pipes, storm water detention, curbs, gutters and sidewalks.

THE COLONY SUBDIVISION, SECTIONS 5, 6, 10 & 11

GEORGETOWN, KY

Residential subdivision with 23,000' of sanitary sewer collection lines, along with streets, storm inlets, storm pipes, storm water detention, curbs, gutters and sidewalks.

PEBBLE BROOK SUBDIVISION

FRANKFORT, KY

Residential subdivision with 4,900' of sanitary sewer collection lines, as well as streets, storm inlets, storm pipes, storm water detention, curbs, gutters and sidewalks.

PERSONAL BACKGROUND

YEARS OF EXPERIENCE

29 Years

YEARS WITH HMB

15 Years

EDUCATION

BS, Civil Engineering

University of Kentucky, 1982

REGISTRATIONS

Kentucky, Civil, PE #14752

Kentucky, Land Surveyor, #2889

PROFESSIONAL DEVELOPMENT

Highway Capacity Workshop
Contract Review & Revisions
Fundamentals of GPS
Preparation of Survey Reports
Lesson in Liability
Research Techniques for
Boundary Surveys

EMPLOYMENT HISTORY

HMB Professional Engineers, Inc.

2007-Present

Grider Engineering

1994-2007

HMB Professional Engineers, Inc.

1984-1994

U.S. Army Corps of Engineers

1982-1984



Project Team

Chris Stewart, PE

DIVISION MANAGER

As HMB's Water & Wastewater Division Manager, Chris is directly responsible for making sure that top quality engineering services are delivered to clients on each and every project. He is experienced in all aspects of water and wastewater related project management including system analysis and recommendation, preliminary engineering and study, funding procurement, cost estimating, project budgeting, detailed technical design, construction administration and project close out. Chris has worked several sanitary and storm sewer projects throughout the Bluegrass ADD District within the last 5 years in a variety of capacities. Detailed descriptions of some of those projects are listed below.

RELATED EXPERIENCE

HOLMES STREET STORM & SANITARY SEWER SEPARATION CONTRACT I - FRANKLIN COUNTY, KY Project Engineer, 2001-Present

Stormwater design services for the East Main Outlet of the Holmes Street area. The project includes 1000 feet of 10 foot diameter tunnel to the Kentucky River with a gated outlet and sluice gate located at the tunnel inlet. Other aspects of the project include 225 feet of 6 foot x 6 foot box culvert, 320 feet of 72 inch reinforced concrete pipe (RCP), two 10 foot diameter manholes, 1,230 feet of 48 inch RCP and 2,185 feet of 4 foot flat bottom ditch. The project also includes contract administration services including advertising, bidding and evaluation of contractors.

HOLMES STREET STORM & SANITARY SEWER SEPARATION CONTRACT III-A2 - FRANKLIN COUNTY, KY Project Engineer, 2001-Present

This phase of the Holmes Street Drainage project is the first phase of separating the existing combined sewers in the Holmes Street Corridor. The project consists of approximately 5,000' of new RCP storm sewer ranging from 12" to 48" in diameter, approximately 7,700' of sanitary sewer rehabilitation, by CIPP, and open cut, methods ranging in size from 8" to 24", 30 manholes and service reconnections to approximately 150 customers.

CITY OF SADIEVILLE, SANITARY SEWERS PHASE I - SCOTT COUNTY, KY Project Engineer, 2011-Present

This project included upgrading the small diameter sanitary collection system that serves approximately 120 households and businesses. This collection system consists of 4 and 6-inch mains, with a septic tank at each customer. These lines were replaced with 5,400 l.f. of 8" diameter collection lines. This project also included two new pump stations, one pump station upgrade and 15,000 l.f. of 6" sewer force main.

PERSONAL BACKGROUND

OVERALL EXPERIENCE
13 Years

YEARS WITH HMB
13 Years

EDUCATION
BS, Civil Engineering
University of Kentucky, 1999

REGISTRATIONS
Kentucky, Civil, PE #23423

AFFILIATIONS
National Society of Professional Engineers
American Society of Civil Engineers
Order of the Engineer

PROFESSIONAL DEVELOPMENT
ACEC-KY Retreat, 2005
Fundamentals of Erosion Protection and Sediment Control, 2005
PSMJ Project Manager Bootcamp, 2002
Leadership PE, Class of 2009

EMPLOYMENT HISTORY
HMB Professional Engineers, Inc.
1999-present



Project Team

Jeff Reynolds, PE

PROJECT ENGINEER

Jeff began his career at HMB in 1993. He is a Project Manager/Engineer in HMB's Water and Wastewater Engineering Division. His emphasis includes designing water mains, water storage tanks, water booster pump stations, sewage collection systems, lift stations, force mains, groundwater treatment and survey stations. Jeff has also assisted numerous counties, utility districts and municipalities in acquiring project funding with a variety of funding agencies. Jeff's expertise and knowledge has been used on several sanitary and storm sewer projects throughout the Bluegrass ADD District within the last 5 years. Detailed descriptions of some of those projects are listed below.

RELATED EXPERIENCE

HOLMES STREET STORM & SANITARY SEWER SEPARATION CONTRACT I - FRANKLIN COUNTY, KY Project Engineer, 2001-Present

Stormwater design services for the East Main Outlet of the Holmes Street area. The project includes 1000 feet of 10 foot diameter tunnel to the Kentucky River with a gated outlet and sluice gate located at the tunnel inlet. Other aspects of the project include 225 feet of 6 foot x 6 foot box culvert, 320 feet of 72 inch reinforced concrete pipe (RCP), two 10 foot diameter manholes, 1,230 feet of 48 inch RCP and 2,185 feet of 4 foot flat bottom ditch. The project also includes contract administration services including advertising, bidding and evaluation of contractors.

HOLMES STREET STORM & SANITARY SEWER SEPARATION CONTRACT III-A2 - FRANKLIN COUNTY, KY Project Engineer, 2001-Present

This phase of the Holmes Street Drainage project is the first phase of separating the existing combined sewers in the Holmes Street Corridor. The project consists of approximately 5,000' of new RCP storm sewer ranging from 12" to 48" in diameter, approximately 7,700' of sanitary sewer rehabilitation, by CIPP, and open cut, methods ranging in size from 8" to 24", 30 manholes and service reconnections to approximately 150 customers.

CITY OF SADIEVILLE, SANITARY SEWERS PHASE I - SCOTT COUNTY, KY Project Engineer, 2011-Present

This project included upgrading the small diameter sanitary collection system that serves approximately 120 households and businesses. This collection system consists of 4 and 6-inch mains, with a septic tank at each customer. These lines were replaced with 5,400 l.f. of 8" diameter collection lines. This project also included two new pump stations, one pump station upgrade and 15,000 l.f. of 6" sewer force main.

FARMDALE SANITATION DISTRICT - FRANKLIN COUNTY, KY Project Manager, 2008-Present

HMB recently entered into a joint contract to provide a 20-year plan with recommendations and cost estimates for providing sanitary sewer service to all of southern Franklin County. HMB studied alternatives including pumping sewage to Frankfort and/or Lawrenceburg's existing wastewater treatment plants and construction of a new 0.75 MGD wastewater treatment plant at Farmdale. Design funding has been obtained and is underway.

PERSONAL BACKGROUND OVERALL EXPERIENCE

19 Years

YEARS WITH HMB

19 Years

EDUCATION

BS, Civil Engineering
University of Kentucky, 1993

REGISTRATIONS

Kentucky, Civil #20469

PROFESSIONAL DEVELOPMENT

PSMJ Project Manager
Boot Camp, 2002
PSMJ Marketing Workshop,
2005

EMPLOYMENT HISTORY

HMB Professional Engineers,
Inc.
May 1993-present



Project Team

List of Clients

| | |
|------------------------|--|
| Client Name: | City of Frankfort, KY Sewer Department |
| Contact Person: | Ms. Jessie Bessinger, EIT (502)875-2448 |
| Project Type: | Contract III-A2 Holmes Street - Storm Sewer Replacement/ Sanitary Sewer Separation and Replacement |
| Client Name: | Lexington Fayette Urban County Government, Division of Water Quality |
| Contact Person: | Mr. Vernon Azevedo, PE, Project Engineering Coordinator (859) 425-2438 |
| Project Type: | Newtown Pike Improvements Sanitary Sewer Relocation |
| Client Name: | Electric Plant Board of the City of Vanceburg, KY |
| Contact Person: | Mr. Bill Tom Stone, Superintendent (606) 796-2641 |
| Project Type: | Sanitary Sewer Separation and Replacement |
| Client Name: | City of New Haven, KY |
| Contact Person: | Mr. Tim Bartley, Director of Public Works (502) 827-0124 |
| Project Type: | Sanitary Sewer Rehabilitation and Replacement |
| Client Name: | City of Frankfort, KY Sewer Department |
| Contact Person: | Mr. Bob Peterson, PE (502)875-2448 |
| Project Type: | Large diameter Brick Sanitary Sewer Rehabilitation |
| Client Name: | City of Springfield, KY, Water and Sewer Commission |
| Contact Person: | Mr. Tommy Osborne, Sewer Collection Director (859) 36-5454 |
| Project Type: | Washington County High School Water & Sewer Extension Project Gravity Sewer and Force Main |
| Client Name: | City of Sadieville, KY |
| Contact Person: | Hon. Claude Christensen, Mayor (502) 857-4756 |
| Project Type: | Sanitary Sewer Rehabilitation and Replacement |
| Client Name: | City of North Middletown, KY |
| Contact Person: | Hon. Jeff McFarland, Mayor (859) 707-7244 |
| Project Type: | Sanitary Sewer Replacement |
| Client Name: | City of Paris, KY |
| Contact Person: | Ron Vanover, City Manager (859) 987-2110 |
| Project Type: | Sanitary Sewer Replacement and Rehabilitation |
| Client Name: | City of Midway, KY |
| Contact Person: | Hon. Tom Bozarth, Mayor (859) 321-2810 |
| Project Type: | Sanitary Sewer Replacement |
| Client Name: | City of New Castle, KY |
| Contact Person: | Scot Treece, Director of Public Works (502) 845-5750 |
| Project Type: | Sanitary Sewer Replacement and Rehabilitation |



Similar Projects

HOLMES STREET STORM & SANITARY SEWER SEPARATION CONTRACT I

FRANKLIN COUNTY, KY (2001-Present)

Stormwater design services for the East Main Outlet of the Holmes Street area. The project includes 1000 feet of 10 foot diameter tunnel to the Kentucky River with a gated outlet and sluice gate located at the tunnel inlet. Other aspects of the project include 225 feet of 6 foot x 6 foot box culvert, 320 feet of 72 inch reinforced concrete pipe (RCP), two 10 foot diameter manholes, 1,230 feet of 48 inch RCP and 2,185 feet of 4 foot flat bottom ditch. The project also includes contract administration services including advertising, bidding and evaluation of contractors.

HOLMES STREET STORM & SANITARY SEWER SEPARATION CONTRACT III-A2

FRANKLIN COUNTY, KY (2001-Present)

This phase of the Holmes Street Drainage project is the first phase of separating the existing combined sewers in the Holmes Street Corridor. The project consists of approximately 5,000' of new RCP storm sewer ranging from 12" to 48" in diameter, approximately 7,700' of sanitary sewer rehabilitation, by CIPP, and open cut, methods ranging in size from 8" to 24", 30 manholes and service reconnections to approximately 150 customers. Final construction cost = \$1,681,500.

CITY OF SADIEVILLE, SANITARY SEWERS PHASE I

SCOTT COUNTY, KY (2003-Present)

This project included upgrading the small diameter sanitary collection system that serves approximately 120 households and businesses. This collection system consists of 4 and 6-inch mains, with a septic tank at each customer. These lines were replaced with 5,400 l.f. of 8" diameter collection lines. This project also included two new pump stations, one pump station upgrade and 15,000 l.f. of 6" sewer force main.

CITY OF NORTH MIDDLETOWN, SANITARY SEWER REPLACEMENT

BOURBON COUNTY, KY (2011-Present)

This sanitary sewer replacement project consists of replacing 10,100 l.f. of gravity sanitary sewer and 41 manholes. Estimated construction cost = \$1,239,000.

ELECTRIC PLANT BOARD OF THE CITY OF VANCEBURG

LEWIS COUNTY, KY (2010-Present)

This sanitary / storm sewer separation project consists of constructing 3,450 l.f. of new gravity sanitary sewer, replacing 21 sanitary manholes, waterproofing 32 manholes and rehabilitating 1,430 l.f. of sanitary sewer using CIPP. Also, 650 l.f. of storm pipe and 2 storm inlets will be constructed. The remaining combined sewer system will function as a storm sewer after these improvements are in place. Estimated construction cost = \$751,000.



FRANKFORT SEWER DEPARTMENT, SHELBY STREET SEWER REPLACEMENT

FRANKLIN COUNTY, KY (2002-Present)

HMB provided plans and specifications to install approximately 306 LF 8-inch gravity sewer on Shelby Street to provide an alternative for sewer lateral connection to the FSD system. At the time, many residents had service laterals that crossed neighboring properties to discharge into the FSD main line. The new line allows a new point of access to the FSD system, which will be on each individual property. Estimated construction cost = \$97,687.

FRANKFORT SEWER DEPARTMENT, US 421 SANITARY SEWER RELOCATION

FRANKLIN COUNTY, KY (2003-Present)

HMB provided plans and specifications to FSD and the Kentucky Transportation Cabinet to relocate approximately 2,000 L.F. of gravity sewer and 1,000 L.F. of 6 inch force main to accommodate the widening of US 421 from US 60 to Chenault Drive.

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, NEWTOWN PIKE IMPROVEMENTS
SANITARY SEWER RELOCATION**

FAYETTE COUNTY, KY (2012-Present)

HMB provided plans and specifications to LFUCG and the Kentucky Transportation Cabinet to relocate approximately 2,000 L.F. of 8-inch, 12-inch, and 18-inch gravity sewer to accommodate roadway improvements to Newtown Pike and 4th Street in conjunction with the BCTC Newtown Campus relocation. The project was on a tight schedule and required considerable coordination between multiple agencies (Eastern State Hospital, KCTCS, RJ Corman, CSX, adjacent property owners, and LFUCG). Estimated construction cost = \$800,270.



Similar Projects

Attachment 1

Project Team Location(s)

| Prime Consultant | Location (City, State) | Date Office Established | Total Number of Employees | No. of Employees expected to work on DWQ projects |
|--------------------------------|---------------------------|-------------------------|---------------------------|---|
| Headquarters | Frankfort, KY | 1963 | 58 | 8 |
| Local Office | Frankfort, KY | 1963 | 58 | 8 |
| PM Location | Frankfort, KY | | | |
| | | | | |
| Subconsultants Name: | Hall-Harmon Engineers | 1994 | 7 | 3 |
| Service Provided | Civil Engineer, Surveying | | | |
| Headquarters | Lexington, KY | 1994 | 7 | 3 |
| Local Office | Lexington, KY | 1994 | 7 | 3 |
| | | | | |
| Name: | S&ME, INC. | 1973 | 1000 | 3 |
| Service Provided | Geotechnical | | | |
| Headquarters | Raleigh, NC | 1973 | N/A | 0 |
| Local Office | Lexington, KY | 1996 | 40 | 3 |
| | | | | |
| Name: | | | | |
| Service Provided | | | | |
| Headquarters | | | | |
| Local Office | | | | |
| | | | | |

Notes:

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

Disadvantaged Business Enterprise (DBE) Involvement

HMB's project team includes Hall-Harmon Engineers, Inc. (HHE) which is located in Lexington, Kentucky. HHE is a certified DBE with the LFUCG. HMB will meet the 10% DBE goal by subcontracting the following services to HHE:

- Field surveying
- Researching property ownership records
- Plotting deeds, plats, R/W, existing easements
- Preparing easement plats and legal descriptions

HALL-HARMON ENGINEERS, INC. - COMPANY OVERVIEW

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

HHE currently employs three engineers, three engineering/CADD technicians and survey field crew with the potential to expand, as the workload requires. The size of HHE allows for rapid and efficient project management based upon the high value placed on communication and teamwork by the firm's hands-on design principals.

Kitty Hall-Harmon, PE, PLS, is a principal engineer and senior project manager. She serves as senior project manager for many of the firm's site development projects, and manages the business and administration operations of the firm.

Larry D. Harmon, PE, PLS, is a principal engineer and senior project manager. He coordinates and manages the efforts of HHE survey crews who work at various project sites located throughout Kentucky and the surrounding states.



Hourly Rates

HMB Billing Rates*

| | |
|------------------------------------|----------|
| Principal | \$215.00 |
| Senior Design Engineer | \$170.00 |
| Design Engineer (PE) | \$130.00 |
| Design Engineer (EIT) | \$80.00 |
| Engineering Technician | \$150.00 |
| CAD Technician | \$80.00 |
| Construction Manager | \$125.00 |
| Survey Crew | \$65.00 |
| Administrative/ Funding Assistance | \$110.00 |

*The hourly rates listed above include all expenses, such as mileage, postage, printing and copying, as well as allowances for overhead and profit. No per diem or motel charges are anticipated. There will be no additional fees or expenses charged beyond these hourly rates.

Hall-Harmon Engineering Billing Rates

| | |
|----------------------------|----------|
| 2 Person Survey Crew | \$105.00 |
| 3 Person Survey Crew | \$130.00 |
| Professional Land Surveyor | \$145.00 |

S&ME, Inc. Billing Rates

| | |
|----------------------|----------|
| Project Manager (PE) | \$100.00 |
| Senior Engineer | \$150.00 |
| Clerical | \$35.00 |



GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

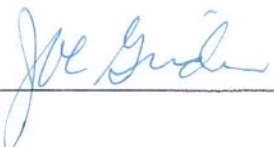
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according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

B. At Will Termination

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

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

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



Signature

11/13/2012
Date



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: **33-2012**

Date: November 6, 2012

Subject: **RFQ for Professional Engineering Services**

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

TO ALL PROSPECTIVE BIDDERS:

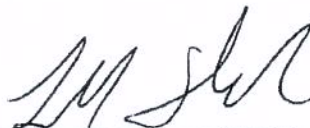
Please be advised of the following clarifications to the above referenced RFP:

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

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

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

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



Todd Slatin, Acting Director
Division of Central Purchasing

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

COMPANY: HMB Professional Engineers, Inc.

ADDRESS: 3 HMB Circle Frankfort, KY 40601

SIGNATURE OF PROPOSER: 

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

| Job Classification | Hourly Rate |
|---|--------------------|
| Principal | \$215.00 |
| Project Manager | \$130.00 |
| Project Engineer (PE) | \$130.00 |
| Project Engineer (EIT) | \$80.00 |
| Engineering Technician / CAD Technician | \$80.00-150.00 |
| Survey Crew | \$65.00 |
| Clerical | \$110.00 |

AFFIDAVIT

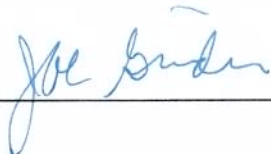
Comes the Affiant, Joe Grider, and after being first duly sworn, states under penalty of perjury as follows:

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

Continued on next page

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

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me by Joe Grider on this the 13 day of November, 2012.

My Commission expires: 1/11/14


NOTARY PUBLIC, STATE AT LARGE



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

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

| MBE/WBE Company, Name, Address, Phone, Email | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|------------------------------|---|--------------------------------------|
| 1. Hall-Harmon Engineers, Inc. 1081 Dove Run Rd. Lexington, KY 40502 | Surveying, Easement plats | To be determined | 10% |
| 2. | | | |
| 3. | | | |
| 4. | | | |

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

HMB Professional Engineers, Inc.

Company

11/13/2013
Date

Joe Grider

Company Representative

Principal In Charge
Title



Policies
Affirmative Action

In order to comply with the requirements of The Office of Equal Opportunity Contract Compliance and to insure Equal Employment Opportunity and Affirmative Action the following measures will be taken by the firm of HMB Professional Engineers, Inc.

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, sex, age or handicap.
2. A complete up-to-date record of employees classified by race, sex and job classification will be maintained and reports will be submitted to The Office of Equal Opportunity Contract Compliance.
3. All employees will be advised at the time of employment that we are an Equal Opportunity/Affirmative Action Employer and that hiring, promotion, or demotion is based only on the individual's qualifications and ability to perform the work.
4. The firm of HMB Professional Engineers, Inc. will cooperate with and support apprenticeship training programs based on Affirmative Action.
5. Recruiting advertisements and all notices relating to employment will include the clause "Equal Opportunity and Affirmative Action Employer". Said clause will be printed on all correspondence and notices relating to employment.
6. A company policy statement outlining its commitment to Equal Employment Opportunity and Affirmative Action will be posted in conspicuous places throughout the offices.
7. The company has appointed Karen Wood to serve as our Equal Employment/Affirmative Action Officer and both are authorized to supply reports and represent this company in all matters regarding this Affirmative Action Plan.
8. The names, addresses, and telephone numbers of the Equal Employment/Affirmatives Action Officer will be posted in conspicuous places throughout our offices. This officer will be responsible for the following:
 - A. Implementing all phases of the Affirmative Action Plan.
 - B. Conducting periodic audits of employment practices to insure non-discrimination.
 - C. Instruction of all supervisory personnel of their responsibilities Equal Employment/Affirmative Action and non-discrimination requirements.
 - D. Periodically instructing supervisory personnel to insure that the program is being implemented at all levels.
 - E. Reviews will all supervisory personnel to insure that minorities and females are not subject to any type of discrimination of discriminatory harassment.
 - F. Notifying in writing all minority and female recruitment sources that this company is an equal Opportunity/Affirmative Action Employer and notifications to same of job openings.
 - G. Notification to all eligible employees regarding promotions or vacancies to insure Equal Opportunity.
 - H. Making specific efforts to encourage present minority and female employees to recruit their friend and relatives.
 - I. Maintaining all facilities and activities on a non-discriminatory basis.
 - J. Seeking to utilize minorities and females to the same degree as all others, based on the following factors.



Affirmative Action/EEO/DBE Continued

1. The minority population of the labor area surrounding the facility.
2. The size of the female and minority unemployment forces in the labor area surrounding the facility.
3. The percentages of minorities and female work forces as compared with the total work force in the area.
4. The availability of minorities and females having requisite skills in the immediate labor area.
5. The availability of minorities and females having requisite skills in the reasonable recruitment area.
6. The availability of a promotable and transferable female and minority employees on our company.
7. The existence of institutions capable of training persons in the requisite skills.
8. The degree of training which the company is reasonably able to undertake as a means of making all job classes available to minorities and females.
9. Maintaining applicant data with title of job, referral source, sex, race and final action with reasons for any rejection.

Firm Name: HMB Professional Engineers, Inc.

Signature and Title: Joe Grider, Principal In Charge

Equal Employment/Affirmative Action Officers: Karen Wood

Date: November 13, 2012

A handwritten signature in blue ink that reads 'Joe Grider'. The signature is written over a horizontal line that extends to the right of the signature.

Equal Employment Opportunity Policy

It is the policy of HMB Professional Engineers, Inc. to provide equal employment opportunities without regard to race, color, creed, sex, age, handicap, religion, national origin, or marital status. This policy applies to all areas of employment including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, and all other conditions and privileges of employment in accordance with applicable federal, state and local laws, and with the basic dictates of human dignity.

Minority Business Enterprises

Our firm has retained Minority Business Enterprises (MBE's) under contract for work on other projects, including female owned and controlled businesses (WBE's).

DBE Program

HMB Professional Engineers, Inc. follows company policies in which Disadvantaged Business Enterprises (DBE's) are afforded the maximum opportunity to participate in the performance of contracts as required by law.

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

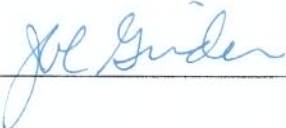
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature

HMB Professional Engineers, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: HMB Professional Engineers, Inc. Date: 11 / 13 / 2012

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|---------------------|-------|-------|---|--------|---|-------|---|-------|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Professionals | 26 | 26 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26 | 0 |
| Superintendents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Supervisors | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Foremen | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Technicians | 26 | 24 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 2 |
| Protective Service | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Para-Professionals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Office/Clerical | 5 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 3 |
| Skilled Craft | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Service/Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total: | 58 | 52 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 52 | 6 |

Prepared by: Charlie Hellmann, Proposal Coordinator
Name & Title

EXHIBIT D

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

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

CONSULTANT

OWNER

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

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

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

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

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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