

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of December 5th, 2015 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and BELL ENGINEERING. (**CONSULTANT**). **OWNER** intends to proceed with Engineering Services for Jacobson Park Road Widening Project in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional planning and analysis services for the city as contemplated in the **OWNER**'s Request for Proposal No. 42-2019. The services are hereinafter referred to as the Project.

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

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 42-2019.

CONSULTANT shall provide professional engineering services in designing the expanded roadway.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated which include customary planning, engineering and design and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 42-2019 (Exhibit "A") and Consultant's Response dated October 24, 2019 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 42-2019 (Exhibit "A").

After written authorization to proceed with the Project, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct field surveys and gather other necessary data or information, prepare/perform all required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 9 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement

and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 42-2019 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES 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 Exhibit A of this Agreement. Such work shall be considered as "Additional Services", 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 "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Additional Services 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. See Exhibit "B" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, 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 the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job. The negotiated cost of services is represented below.

<u>Cost (Total Cost of Services Below)</u>	\$44,150
Task 1- Site Plan, Schematics & Cost Estimate:	\$24,000
Task 2 –Construction Documents:	
50% Completion:	\$3,250
100% Completion	\$3,250
Task 3 – Permit Application Preparation:	\$2,000
Task 4 –Bidding & Negotiation:	\$3,250
Task 5 –Construction Administration:	\$6,800
Task 6 –As-built Drawings:	\$1,600

5.2. Times of Payment.

5.2.1. **CONSULTANT** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **CONSULTANT'S** monthly statements within thirty (30) days of receipt.

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 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, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which 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.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 42-2019 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service 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

- 8.1. This Agreement is subject to the following provisions.
 - 8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate LFUCG employee (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 their 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 their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their 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.

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

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: Linda Gorton
Linda Gorton, MAYOR

Date: 12/11/2019

ATTEST:

Abigail Allan (Deputy)
Abigail Allan, COUNCIL CLERK

CONSULTANT (Bell Engineering):

Signature: James K. Roberts

Printed Name: James K. Roberts, PE, PLS

Position: Executive Vice President

Date: December 6, 2019

COMMONWEALTH OF KENTUCKY
COUNTY OF (Fayette)

The foregoing instrument was subscribed, sworn to and acknowledged before me by James K. Roberts, PE, PLS as Executive Vice President for and on behalf of Bell Engineering, on this the 6th day of December, 2019.

My commission expires: Oct. 14 2021

David Ball
NOTARY PUBLIC, STATE AT LARGE, KY



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #42-2019 Engineering Services for Jacobson Park Roadway Widening** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **October 24, 2019**.

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

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

RFP #42-2019 Engineering Services for Jacobson Park Roadway Widening If mailed, the envelope must be addressed to:

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

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

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

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA:

1. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 20%
2. Capacity of the person or firm to perform the work. 15%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 15%
4. Familiarity with the details of the project. 10%
5. Degree of local employment to be provided by person or firm. 20%
6. Estimated cost of services. 20%

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

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenan																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

Note: 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 which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

***Certified Minority Business Enterprise (MBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

***Certified Women Business Enterprise (WBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

***Certified Veteran-Owned Small Business (VOSB)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned 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 and Veteran-Owned businesses to participate.

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

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

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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.
20. 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.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) 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.
- (2) 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 "LFUCG") 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 LFUCG.
- (3) 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 LFUCG 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.
- (4) In the event LFUCG 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 LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Professional Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. 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 LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

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 LFUCG.

Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

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

DEFAULT

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

00471865

Request for Proposals
Engineering Services for Jacobson Park Roadway Widening

The LFUCG is requesting proposals for engineering services to design the widening of approximately 200-300 LF of roadway in Jacobson Park, located at 4001 Athens Boonesboro Rd., Lexington, KY. The section of roadway to be widened is surrounded by reservoir and has pipes below which are owned by Kentucky American Water Company. The LFUCG wishes to widen this road to allow for the safe passage of two, large emergency response vehicles. Scope also includes evaluating load capacity of current roadway and recommending methods to increase capacity if needed.

A. Scope of Work

1. Site Plan

The Consultant shall create or have created a topographic survey of the roadway section to be widened and all extents required for work. The survey shall be done by a licensed surveyor and the Consultant shall provide a digital copy to the Owner. The Engineer shall be responsible for field verifying all data provided and including this in the project documents. The Consultant shall also recommend if any geotechnical investigation is advised; Owner shall pay this cost directly based on the Consultant's recommendations.

2. Meetings and Milestones

The Consultants shall be expected to attend meetings with Division of Emergency Management and Parks and Recreation staff for project kick-off, review of meetings at 50% and 100% completion of schematic design, review meetings at 50% and 100% of construction documents and for review of bids (Bidding & Negotiation). If additional meetings are requested by the Owner, compensation shall be negotiated using hourly rates submitted with the proposal.

3. Schematic Plans & Cost Estimate

The Division of Emergency Management shall provide the detailed parameters which the new widened roadway must meet or exceed. Upon approval of the schematic design, the Consultant shall provide an estimate of cost prior to beginning construction documents.

The Consultant shall provide plans, and whatever horizontal and/or vertical sections are required to communicate the recommended course of action.

4. Approvals and Permits

The Consultant shall include in the scope of work all time, work and meetings required to prepare necessary permit applications for the road widening. This may include, but is not limited to coordination with Kentucky American Water, LFUCG Engineering and Water Quality, KY Division of Water and US Corps of Engineers.

5. Construction Documents

The Consultant shall develop detailed construction documents including drawings, details, sections, etc. and all appropriate technical specifications so that the project can be bid. Work

in this phase shall include meetings with all regulatory agencies required to obtain approval of the construction documents prior to bid (if applicable). The Division of Parks and Recreation, in conjunction with the Division of Purchasing, will provide all sections of the bid specifications (General Conditions, Labor, etc.) needed for public bid except and Technical Specifications which shall be provided by the Consultant. The Engineer is expected to attend the pre-bid meeting, assist the Owner responding to questions during bidding and help evaluate the bids received.

6. Construction Administration

After bids are opened and a Contractor selected, the Engineer will be expected to attend a pre-construction meeting to review the project in detail, provide the Contractor with details about any permits and approve initial submittals or shop drawings (if any). While Parks and Recreation staff shall perform routine site inspections, the Engineer shall be expected, at a minimum, to attend regular progress meetings, critical site inspections and perform "trouble-shooting" during construction. Throughout the duration of the construction, the Engineer shall be required to review and approve submittals, review and certify applications for payments to the prime contractor and facilitate preparation of final record drawings, warranty follow-up and project closeout.

7. Deliverables

The Consultant shall provide one (1) full set of the construction documents in PDF format for bidding purposes. Additionally, the scope shall include providing the Owner with as-built drawings of the completed work on the topographic survey prepared prior to the work in both CAD and PDF.

B. Project Timeline

Construction documents must be complete no later than Feb 1, 2020 for immediate bidding and summer 2020 construction.

C. Selection of Consultant

Consultant will be selected based on the following criteria:

1. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 20%
2. Capacity of the person or firm to perform the work. 10%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 20%
4. Familiarity with the details of the project. 10%
5. Degree of local employment to be provided by person or firm. 20%
6. Estimated cost of services. 20%

Proposals shall contain appropriate information necessary to be evaluated on these criteria. A committee composed of elected officials and Urban County Government staff will evaluate the proposals.

D. Methods of Payments for Services of Consultant

For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is represented below.

Provide a Firm Lump Sum Cost for providing LFUCG with services as noted in these specifications.

Consultant Services		Lump Sum Fee
1. Site Plan, Schematics & Cost Estimate		\$
2. Construction Documents		
	50% Completion	\$
	100% Completion	\$
3. Permit Application Preparation		\$
4. Bidding & Negotiation		\$
5. Construction Administration		\$
6. As-built Drawings		\$

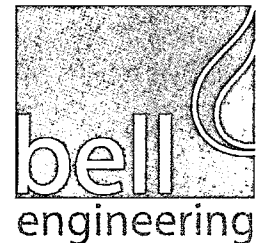
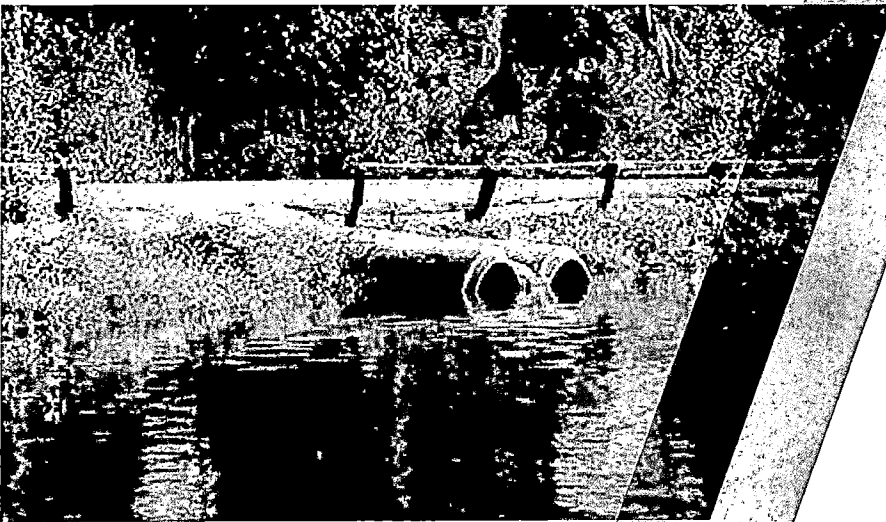
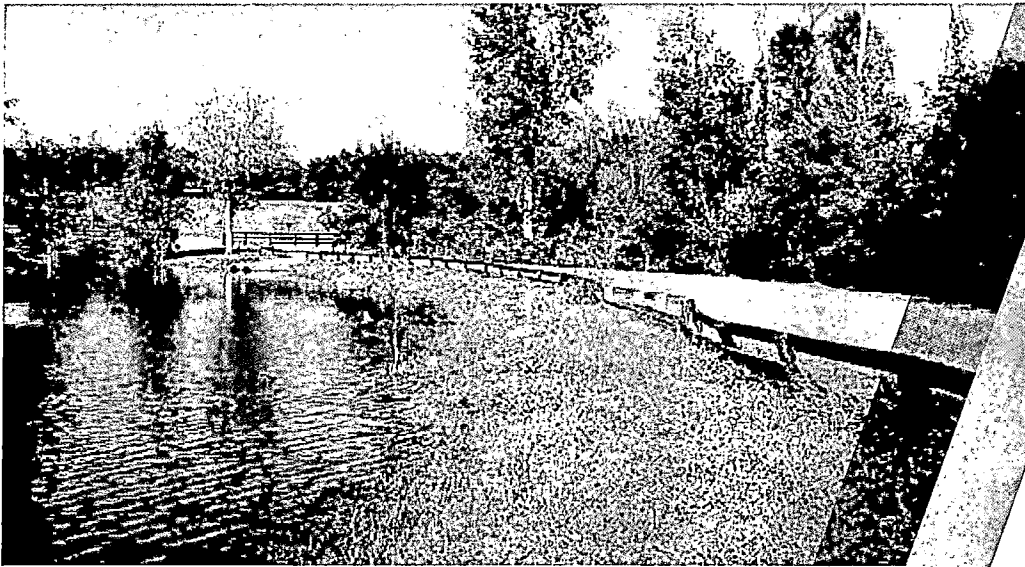
Total \$ _____

Unit Pricing.

1. LFUCG reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
2. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.
3. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be 0%.

<u>TITLE/SKILL LEVEL</u>	<u>HOURLY RATE</u>

EXHIBIT B



STATEMENT OF QUALIFICATIONS

RFP #42-2019 ENGINEERING SERVICES FOR JACOBSON PARK ROADWAY WIDENING

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT;
LEXINGTON, KY
OCTOBER 24, 2019

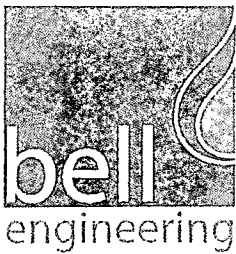
Firm Submitting Proposal: Bell Engineering

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

Contact Name: Megan Hogan, CPSM Title: Director of Marketing

Telephone Number: 859.278.5412 Fax Number: 859.278.2911

Email address: mhogan@hkbell.com



October 24, 2019

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

**Re: Letter of Transmittal – RFP #42-2019
Engineering Services for Jacobson Park Roadway Widening**

Dear Mr. Slatin:

It is a pleasure to submit our qualifications to provide engineering services to the Lexington-Fayette Urban County Government (LFUCG) related to RFP #42-2019 Engineering Services for Jacobson Park Roadway Widening. Bell Engineering is qualified to provide engineering services to LFUCG for the roadway widening because our project team has completed many similar transportation projects throughout the Commonwealth of Kentucky. From the design of the first concrete streets in Lexington in the 1920's, to more recent projects - our team has provided engineering services to LFUCG for a variety of infrastructure projects over the past seven years. This experience includes both RMP and non-RMP projects as well as work with the Division of Engineering and the Division of Water Quality.

Our team understands the role roadway infrastructure plays, particularly when emergency vehicle access is a priority. Bell has designed several projects on the University of Kentucky campus where emergency vehicle access was of critical importance. Through these projects, our team is familiar with the sizes, weights and turning radii of many emergency vehicles with the fire vehicles being the most challenging. Bell has worked with LFUCG fire department personnel to determine response vehicle needs and actually run computer simulations to confirm that the vehicles can traverse the proposed routes. Additionally, our firm is Kentucky Transportation Cabinet (KYTC) prequalified and we also have recent experience with LPA guidelines as they apply to roadway and pedestrian infrastructure projects.

Bell Engineering is a locally owned and operated registered small business with corporate headquarters right here in Lexington; mere minutes away from the project site. Additionally, all members of our project team are Kentucky based including any subconsultants that may be used. On behalf of Bell Engineering, we thank you for the opportunity to showcase our experience and **outline the strengths that our team offers LFUCG**. We look forward to the opportunity to continue to provide quality engineering services to the City through this and many future projects.

Sincerely,
BELL ENGINEERING

A handwritten signature in black ink, appearing to read "James K. Roberts".

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

CONTENTS

LETTER OF TRANSMITTAL

SECTION 1.0 | FIRM QUALIFICATIONS & EXPERIENCE

EXECUTIVE SUMMARY	1
ABOUT BELL ENGINEERING	1
ORGANIZATIONAL CHART	3
RESUMES	4

SECTION 2.0 | CAPACITY OF THE FIRM10

SECTION 3.0 | PAST RECORD OF PERFORMANCE

LFUCG EXPERIENCE	11
ABILITY TO COMPLETE CONTRACTS	12
RELEVANT PROJECT EXPERIENCE	13

SECTION 4.0 | FAMILIARITY WITH PROJECT21

SECTION 5.0 | DEGREE OF LOCAL EMPLOYMENT22

SECTION 6.0 | ESTIMATED COST OF SERVICES23

APPENDIX A

BELL ENGINEERING AFFIRMATIVE ACTION PLAN

REQUIRED AFFIDAVIT

EQUAL OPPORTUNITY AGREEMENT

WORKFORCE ANALYSIS FORM

DBE PARTICIPATION FORM

GENERAL PROVISIONS

CERTIFICATE OF INSURANCE

ADDENDA

SECTION 1.0 FIRM QUALIFICATIONS & EXPERIENCE

EXECUTIVE SUMMARY

Bell Engineering is qualified to provide engineering services to the Lexington-Fayette Urban County Government (LFUCG) for the Jacobson Park Roadway Widening project because our team members have completed many similar projects in Lexington and throughout the Commonwealth of Kentucky.

Bell provides the expertise to plan, design, and construct transportation and pedestrian networks, both as standalone projects, or as an integrated part of a larger concept. From the design of the first concrete streets in Lexington in the 1920's, to the use of pervious pavement as applicable in today's designs, Bell continues to implement state-of-the-art construction techniques.

Our team understands the critical role roadway infrastructure plays, particularly when emergency vehicle access is a priority. Additionally, our firm is Kentucky Transportation Cabinet (KYTC) prequalified and we also have recent experience with LPA guidelines as they apply to roadway and pedestrian infrastructure projects.

Bell Engineering has provided engineering services to LFUCG over the past seven years under Categories 2, 3, 4 and 5 of the Consent Decree prequalification, Categories 1, 5 & 8 under the Division of Engineering prequalification, as well as on non-RMP projects. Our team has been awarded 10 separate sewer and stormwater projects through the Consent Decree contract, two projects through the DOE contract and eight other non-RMP projects. We have worked with many of LFUCG's project managers to successfully plan, design and construct required improvements.

As a small business, Bell values the effort placed on supporting MBE/DBE/VBE firms. Recently, we have utilized services from firms such as Abbie Jones Consulting, Cornerstone Engineering, Inc., DLZ Kentucky, Inc., Leonard Engineering, PLLc, and Vision Engineering among others. If we are awarded the project, we will identify local MBE/DBE/VBE

ENGINEERING EXCELLENCE

- SINCE 1914 -

- Founded in Lexington, KY in 1914
- Registered small business with SBA
- Kentucky Transportation Cabinet (KYTC) prequalified
- Offices in Lexington and Hopkinsville, KY & Asheville, NC
- Engineering, Landscape Architecture & Planning services

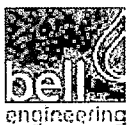
subconsultants from the LFUCG Certified List to perform surveying. We will then select the subconsultant that provides the best value to the team and can meet the required schedule. This ensures that LFUCG receives high-quality services with competitive pricing. Bell Engineering will provide all civil and structural engineering services in-house.

ABOUT BELL ENGINEERING

Bell Engineering was founded by Mr. Howard K. Bell in Lexington, Kentucky in 1914. Originally operating as Howard K. Bell Consulting Engineers, Inc., our firm provided civil, environmental, 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 as Bell Engineering.

Since Mr. Bell's time, the firm has grown to include a multitude of services including landscape architecture, certified planning and industrial pretreatment. This provides our clients the opportunity to work with one firm for all of their engineering, landscape architecture and planning needs. Our firm is well-staffed to complete projects in a timely, efficient and cost-effective



Statement of Qualifications

RFP #42-2019 Engineering Services for Jacobson Park Roadway Widening
Lexington-Fayette Urban County Government; Lexington, KY

manner across many markets including municipal, industrial, commercial, federal, energy and natural gas, transportation and education.

As a locally owned firm, our team provides clients with a responsive and detailed approach and knowledge specific to the Commonwealth of Kentucky. Our corporate headquarters remains centrally located in Lexington, Kentucky, allowing us to serve central, southern and eastern Kentucky. Our regional office in Hopkinsville, Kentucky, allows us to effectively serve the western portion of the state, and our Asheville, North Carolina, office allows us to serve the southeastern United States. Resources from all offices are utilized as needed to work together to complete projects.

In business for 105 years, Bell is currently providing services in numerous states and is capable of working anywhere within the United States. We are licensed to practice engineering in Kentucky, North Carolina, South Carolina, Indiana, Ohio, Tennessee, West Virginia, Arkansas and Arizona, and landscape architecture in Kentucky, North Carolina and South Carolina. We are certified in planning nationwide and are a registered small business with the SBA.

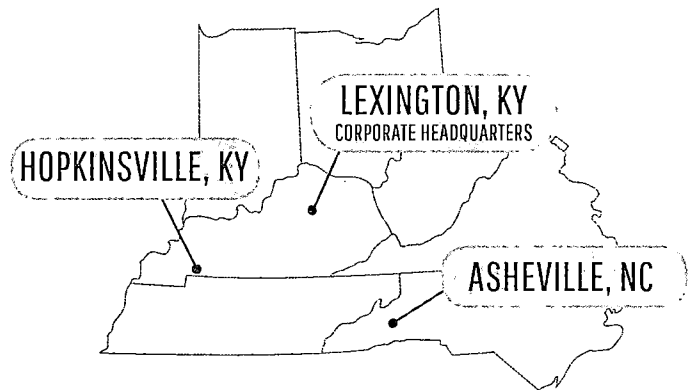
PRINCIPAL OFFICERS

Bell Engineering is owned by seven Principal Officers including:

- Kelly G. Gillespie – President
- James K. Roberts, PE, PLS – Executive Vice President
- Roy L. Bohon, II – Senior Vice President
- Stephen H. Caudill, PE – Vice President
- John D. Prince, PE – Vice President
- David F. Schrader, PE – Vice President
- Robert L. Pickerill, PE – Vice President

OFFICE LOCATIONS

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

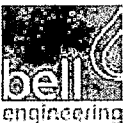
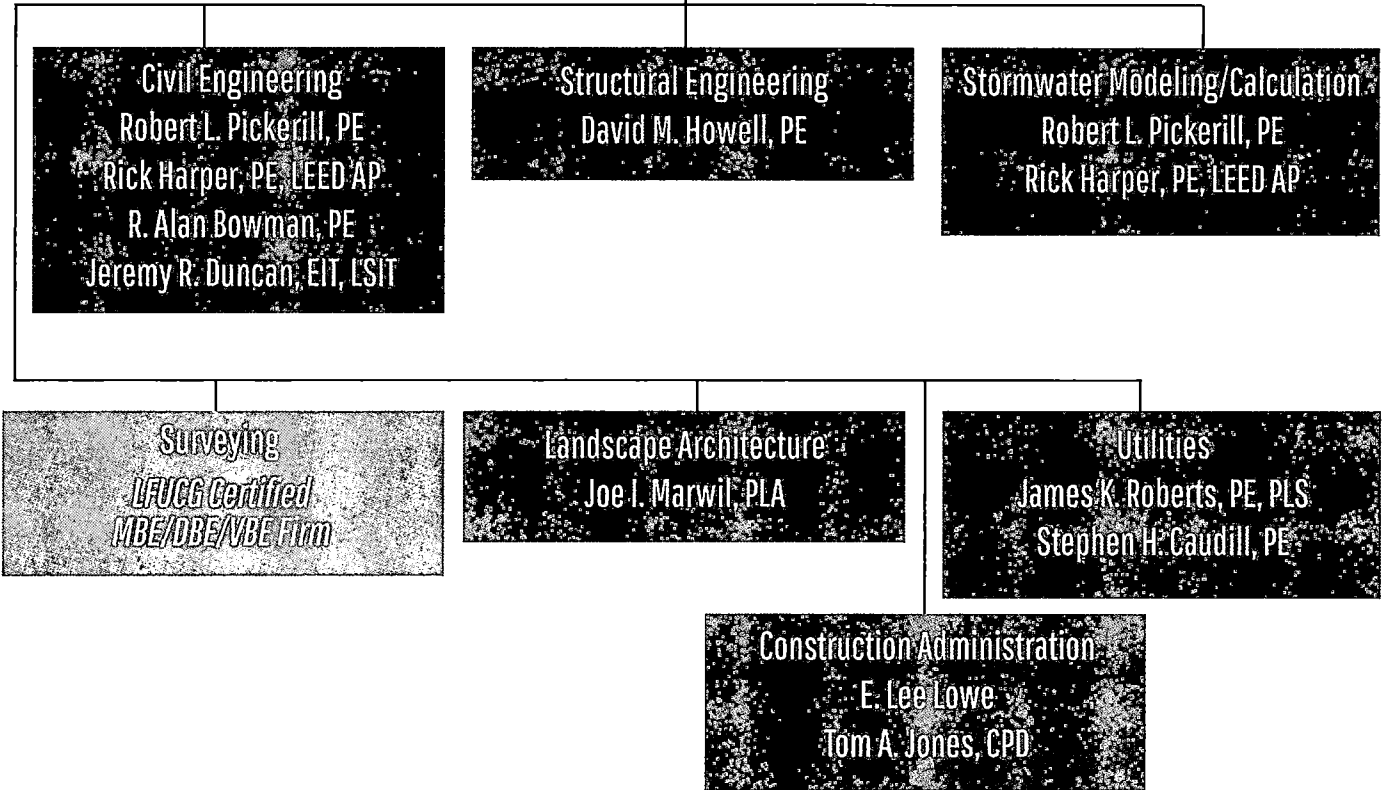


ORGANIZATIONAL CHART

Bell Engineering
Subconsultants



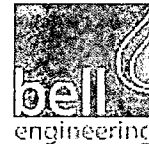
Principal-In-Charge/Project Manager
James K. Roberts, PE, PLS



RESUMES

James K. Roberts, PE, PLS

PRINCIPAL-IN-CHARGE/PROJECT MANAGER | BELL ENGINEERING



EDUCATION

B.S. Civil Engineering, University of Kentucky

Value Engineering Training Workshop

CAD Production Technology & Workshop

LICENSURE

Professional Engineer:
Kentucky No. 15736
West Virginia No. 13391

Professional Land Surveyor:
Kentucky No. 3010
West Virginia No. 1619

NASSCO PACP Certified

Mr. Roberts is a Principal in the firm and serves as Executive Vice President and Director of Engineering Operations at Bell Engineering. He brings over 41 years of industry experience including advanced training in the use of several modeling and analysis softwares. He has completed design work on both water and wastewater treatment projects and has experience in site development, transportation and utility relocation projects. Additionally, he is a registered land surveyor and oversees surveying services provided by the firm.

SELECTED PROJECT EXPERIENCE

Quality assurance for South Limestone Multimodal Transportation Study which included design assistance with streetscape, bike and pedestrian improvements for the South Limestone corridor from Euclid Avenue south to Cooper Drive – Lexington-Fayette County Urban Government; Lexington, KY

Project engineer for intersection safety audit at Man O' War at Victoria Way/Habersham Drive – Lexington-Fayette Urban County Government; Lexington, KY

Project engineer for the Wolf Run Trunk A project which included the rehabilitation of approximately 1,545 linear feet of 30-inch diameter sanitary sewer running from the old Wolf Run Pump Station to manhole WR1_95 - Lexington-Fayette Urban County Government; Lexington, KY

Project engineer for UK/Nicholasville Road Flood Mitigation Project: modification of 7 detention basins within 240-acre watershed; variety of utility relocations, permanent removal of road and upgrades to culvert on Nicholasville Road; underground storm water detention and water quality units – University of Kentucky; Lexington, KY

Project manager for Riggs Street Renewal Project including street, curb and sidewalk replacement – Falmouth, KY

Project engineer and surveyor for Barker Boat Launch & Access Road project which was the development of site facilities for a four-lane boat launch and 270-car/trailer parking area including horizontal and vertical control, topographical, access roadway design, site grading, storm drainage design and utility design – Yatesville Lake

Project engineer and surveyor for Pleasant Ridge Recreation Complex project which was the development of access and camp site road layout and design including horizontal and vertical alignment, computer generated cross-sections, re-grade and volume calculations – Yatesville Lake

Project manager and surveyor for Russell Safe Routes to School Project including 9,858 L.F. of sidewalk, surveying, curb and gutter layout and easement preparation for seven parcels along Kenwood Drive and KY 750 – Russell, KY

Project manager for GIS Mapping of entire sewer collection system including topo survey of two existing pump stations and horizontal & vertical control – Clay City, KY

Easement preparation for 50 parcels Carol Malone Highway Relocation

Project designer for development of industrial park. Provided design for on-site improvements and surveying assistance related to elevated tank - Richmond Industrial Park; Richmond, KY



Statement of Qualifications

RFP #42-2019 Engineering Services for Jacobson Park Roadway Widening
Lexington-Fayette Urban County Government; Lexington, KY

Robert L. Pickerill, PE
LEAD PROJECT ENGINEER | BELL ENGINEERING
LEXINGTON, KY



EDUCATION

B.S. Civil Engineering, Western Kentucky University

LICENSURE

Professional Engineer:
Kentucky No. 15052
North Carolina No. 045574

PROFESSIONAL AFFILIATIONS

Kentucky Stormwater Association

Mr. Pickerill is a Principal in the firm and offers 41 years of industry experience including a strong background in project management and quality control in construction activities overseeing all phases of projects. Additionally, he has design and survey experience with site development projects, commercial and residential site plans, water features, sewer, water, and storm water drainage design. Mr. Pickerill also offers technical review services on storm water management plans.

SELECTED PROJECT EXPERIENCE

Project engineer for the Cephas Way Drainage Improvements including design of solution to mitigate erosion along an existing concrete flume – LFUCG; Lexington, KY

Project engineer for Cardinal Lane Stormwater Improvements project to mitigate street flooding and erosion: new curb inlets and drainage piping, improvements along existing drainage ditch, installation of a concrete trickle channel and streambank stabilization through a modular retaining wall system – LFUCG; Lexington, KY

Project manager for intersection safety audit at Man O' War at Victoria Way/Habersham Drive – Lexington-Fayette Urban County Government; Lexington, KY

Project manager for Alumni Drive Roadway Realignment project including drainage calculations, landscape architecture services and inspection during construction of the realigned roadway and two roundabouts – University of Kentucky; Lexington, KY

Project manager for UK/Nicholasville Road Flood Mitigation Project: modification of 7 detention basins within 240-acre watershed; variety of utility relocations, permanent removal of road and upgrades to culvert on Nicholasville Road; underground storm water detention and water quality units – University of Kentucky; Lexington, KY

Project manager for reconstruction of 6th Street including relocation of overhead utilities underground, new decorative intersection at 6th and Main Streets, sidewalk replacement, new lighting, reversal of traffic flow and drainage improvements – Hopkinsville, KY

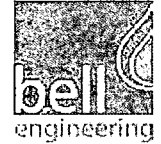
Project manager for Country Club Lane Extension including reconstruction of approximately 550 L.F. of existing roadway, curb and gutter, storm drainage and utility relocation – Hopkinsville, KY

Project manager for Quintin Court Widening including the widening of approximately 950 L.F. of 2-lane road in Industrial Park into a 3-lane road – Hopkinsville, KY

Project manager for Westbrooke Subdivision including 3,700 L.F. of roadway – Pembroke, KY

Project engineer for 7th & Greenville Road Drainage Improvements project which included storm drain piping, roadside ditches, inlet improvements, and a detention basin to address street ponding in the project area – Hopkinsville, KY





EDUCATION

B.S. Civil Engineering, University of Kentucky

LICENSURE

Professional Engineer:
Kentucky No. 17315
Tennessee No. 22902
Ohio No. 56200
Indiana No. 9300207
North Carolina No. 19561

Mr. Harper has 33 years of industry experience including a strong background in commercial, municipal, industrial and institutional site development projects. Mr. Harper is responsible for engineering design and project management activities including grading and drainage, storm water management, erosion and sediment control, site layout, parking and traffic control, pedestrian access and construction details. In addition to site development design, Mr. Harper's experience also includes sanitary sewer main extension and pump station design, water main extensions, flood encroachment studies for permitting and channel design and road and street design.

SELECTED PROJECT EXPERIENCE

Project engineer for Alumni Drive Roadway Realignment project including drainage calculations, landscape architecture services and inspection during construction of the realigned roadway and two roundabouts – University of Kentucky; Lexington, KY

Project engineer for UK/Nicholasville Road Flood Mitigation Project: modification of 7 detention basins within 240-acre watershed; variety of utility relocations, permanent removal of road and upgrades to culvert on Nicholasville Road; underground storm water detention and water quality units – University of Kentucky; Lexington, KY

Project engineer for Boone County Public Safety Complex including site development for the 60-acre tract with a site for the new jail, a site for the new sheriff department facility and 0.5 miles of new road with parallel sidewalks and bike trails – Boone County Fiscal Court; Burlington, Kentucky

Project engineer for Christian County Justice Center including site re-development of a 3.5 acre parcel bordered on three sides by city streets and on the fourth by the North Fork of the Little River. Project included parking for 250 vehicles, sidewalks and pedestrian plaza and replacement of all street side sidewalks along the perimeter of the site – Christian County Fiscal Court, Hopkinsville, Kentucky

Project engineer for Universal Fasteners including site development for new industrial site and 0.65 miles of new access road – Gray Company; Centerville, TN

Project manager for the South Main and Old Railroad Drainage Improvements project which included design, bidding, and construction services. Design included capacity analysis for the proposed piping system, inlet requirements, sidewalk work, and the navigation of existing utilities was a major component. Approximately 1,080 L.F. of 12-inch to 30-inch storm piping was detailed and installed - Hopkinsville, KY

Project manager for 7th & Greenville Road Drainage Improvements project which included storm drain piping, roadside ditches, inlet improvements, and a detention basin to address street ponding in the project area – Hopkinsville, KY

Project engineer and manager for Tanglewood Drive – Bahama Drive Drainage Improvements project that included installation of 800 linear feet of 30" and 36" storm culvert along with drainage inlets and structures. Project also included construction of a detention facility and installation of 76 linear feet of 36" steel casing bored through an existing railroad bed – Hopkinsville, KY





EDUCATION

B.S. Civil Engineering, University of Kentucky

LICENSURE

Professional Engineer:
Kentucky No. 24245

Mr. Alan Bowman has over 20 years of industry experience as both a consultant and a county engineer. The focus of his efforts has been on rural utility construction and bridge/roadway design including work for the Columbia/Adair County Utility District, Letcher County Water and Sewer District, the Kentucky River Area Development District, the City of Somerset and Richmond Utilities Board. Mr. Bowman is also a US Army veteran.

SELECTED PROJECT EXPERIENCE

Project Engineer for the Gilbert's Creek Bridge Replacement Project including the replacement of a low water bridge with elevated "all weathering" steel structure. The span was approximately 60 LF and was a \$120,000 project funded by KYTC Rural and Secondary Roads - Lincoln County Fiscal Court

Project Engineer for the Fairgrounds Road Bridge Project including cast in place a concrete structure to replace double barrel culvert. The span was less than 20 LF and was a \$75,000 project funded by KYTC Rural and Secondary Roads - Lincoln County Fiscal Court

Project Engineer for the Preachersville Slide Repair project including contracted slide repair work with Hinkle Contracting to repair catastrophic road failure. Work included drilled rail with cribbing and backfill. Work was done on an emergency basis and funded by KYTC (\$120,000) - Lincoln County Fiscal Court

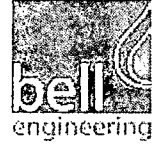
Project Engineer for the Cordier Lane Road Extension project including expanding the entrance to the stockyards to accommodate tractor trailers which included upgrading the existing roadside drainage structures. The project cost \$60,000 and was funded by the Fiscal Court and Bluegrass Stockyards - Lincoln County Fiscal Court

Project Engineer for the N. Fishing Creek Shoulder Repair Project. Work involved gabion basket shoulder repair. Project was funded by Natural Resource and Conservation Service (\$300,000)- Lincoln County Fiscal Court

Project Engineer for the Lincoln County Fairgrounds Midway Paving Project. Work involved field staking paving area for midway at the fairground and contracting excavation and paving operations to Allen Company. Funded by a grant from the KY Dept of Ag (\$150,000)- Lincoln County Fair Board

Project Engineer for the Lincoln County Farmers Market Project. Work involved developing plans for an open-air farmers market and site developed including extension of water and sanitary sewer services to the site. Funded by UK and Ag Credit Financing (\$200,000)- UK Extension Office and Ag Credit Financing





EDUCATION

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

LICENSURE

Professional Engineer:
Kentucky No. 29100

Mr. Howell offers 11 years of industry experience including the design of structural components for water and wastewater treatment plants, culverts and retaining walls and other miscellaneous structures. He performs hydraulic analyses, water line and tank inspections, prepares cost estimates, designs water lines, sidewalks and stormwater systems and assists with surveying.

SELECTED PROJECT EXPERIENCE

Project engineer for Cardinal Lane Stormwater Improvements project to mitigate street flooding and erosion including installation of new curb inlets and drainage piping, improvements along existing drainage ditch, installation of a concrete trickle channel and streambank stabilization through a modular retaining wall system – LFUCG; Lexington, KY

Project engineer for 11th Street Retaining Wall project including replacement of 400 L.F. of collapsed concrete block retaining wall with stacked interlocking masonry units – Hopkinsville, KY

Project engineer for Alumni Drive Roadway Realignment project including drainage calculations, landscape architecture services and inspection during construction of the realigned roadway and two roundabouts – University of Kentucky; Lexington, KY

Project manager and lead designer for construction of reinforced concrete barrier wall – Monticello, KY

Project engineer for MSU Drive Extension including the design of 1045 L.F. of new 2-lane road with turn lane, curb and gutter – Hopkinsville, KY

Project engineer for Country Club Lane Extension including reconstruction of approximately 550 L.F. of existing roadway, curb and gutter, storm drainage and utility relocation – Hopkinsville, KY

Project engineer for Quintin Court Widening including the widening of approximately 950 L.F. of 2-lane road in Industrial Park into a 3-lane road (\$147,050) – Hopkinsville, KY

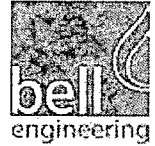
Project engineer for reconstruction of 6th Street including relocation of overhead utilities underground, new decorative intersection at 6th and Main Streets, sidewalk replacement, new lighting, reversal of traffic flow and drainage improvements – Hopkinsville, KY

Project engineer for the 9th Street and Railroad Drainage Improvements project which included the installation of 24-inch pipes (and 24-inch equivalent sections) to replace existing 15-inch vitrified clay pipes and removing and replacing 12- and 15-inch pipes with 18-inch pipes to provide additional capacity. All sidewalks and curb and gutter sections were replaced in the project area - Hopkinsville, KY

Project engineer for the South Main and Old Railroad Drainage Improvements project which included design, bidding, and construction services. Design included capacity analysis for the proposed piping system, inlet requirements, sidewalk work, and the navigation of existing utilities was a major component. Approximately 1,080 L.F. of 12-inch to 30-inch storm piping was detailed and installed - Hopkinsville, KY



Stephen H. Caudill, PE
PROJECT ENGINEER | BELL ENGINEERING
LEXINGTON, KY



EDUCATION

B.S. Civil Engineering, University of Kentucky

LICENSURE

Professional Engineer:
Kentucky No. 19888
Ohio No. 76051

Mr. Caudill has 26 years of experience overseeing a variety of water, wastewater, stormwater and development projects. He is a Principal in the firm and his primary responsibilities include preparation of project plans and specifications and oversight of monthly progress meetings. Mr. Caudill has extensive experience with a variety of funding agencies and the additional responsibilities included with utilizing those funds.

SELECTED PROJECT EXPERIENCE

Project manager for Cardinal Lane Stormwater Improvements project to mitigate street flooding and erosion including installation of new curb inlets and drainage piping, improvements along existing drainage ditch, installation of a concrete trickle channel and streambank stabilization through a modular retaining wall system – Lexington-Fayette Urban Co. Government (LFUCG); Lexington, KY

Project manager for the Stormwater IDIQ projects which included three separate projects: Higbee Mill, Tanbark and Hunters Wood Lane. Combined, the three projects included the installation of LFUCG Type 4 curb and gutter, a cast-in-place concrete flume, an LFUCG Type A surface inlet and 165 L.F. of 15" RCP. The projects helped alleviate stormwater issues such as flooding from poor runoff collection and scouring and erosion inside a drainage swale - Lexington-Fayette Urban Co. Government (LFUCG); Lexington, KY

Project manager for Cephas Way Drainage Improvements including design of solution to mitigate erosion along an existing concrete flume – LFUCG; Lexington, KY

Project engineer for Alumni Drive Roadway Realignment project including drainage calculations, landscape architecture services and inspection during construction of the realigned roadway and two roundabouts – University of Kentucky; Lexington, KY

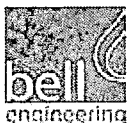
Project engineer for UK/Nicholasville Road Flood Mitigation Project: modification of 7 detention basins within 240-acre watershed; variety of utility relocations, permanent removal of road and upgrades to culvert on Nicholasville Road; underground storm water detention and water quality units – University of Kentucky; Lexington, KY

Project engineer for a 9 building office park including the design of the stormwater collection system and water quality features for the removal of parking lot contaminants and debris – Lexington, KY

Project engineer for a 60-acre Commercial/Industrial Development including 130,000 cubic yards of earthwork, 4,330 L.F. of 8-inch sanitary sewer, 6,270 L.F. of storm sewer, 2,850 L.F. of roadway and three detention/water quality basins – Lexington, KY

Project engineer and site inspection for 35,000 square foot technical school including grade and drain, final surfaces, site utilities (water, sewer & gas) and storm sewer collection system and detention pond – Danville, KY

Project engineer for the 112-lot Clear Creek Residential Golf Course Development including 6,600 L.F. of roadway, 10,820 L.F. of water line, 17,390 L.F. of sanitary sewer and storm sewer system design – Bristol, VA



Statement of Qualifications
RFP #42-2019 Engineering Services for Jacobson Park Roadway Widening
Lexington-Fayette Urban County Government; Lexington, KY

SECTION 2.0 CAPACITY OF THE FIRM

TEAM AVAILABILITY

Bell Engineering is committed to exceeding client expectations through effective project management. A team that lacks the availability to complete a project or attempts to fit it in their workload without considering the amount of effort each project requires is placing a burden on their employees as well as you the Owner. Our commitment to customer service and maintaining both project schedule and budget is shown through the evaluation we complete prior to submitting on a proposal.

We understand the importance of adhering to outlined project schedules and require 100% commitment of the entire project team to ensure they are completed in an efficient manner. As such, we review the current and

planned workload of each team member to confirm they will be able to provide the effort a proposed project requires.

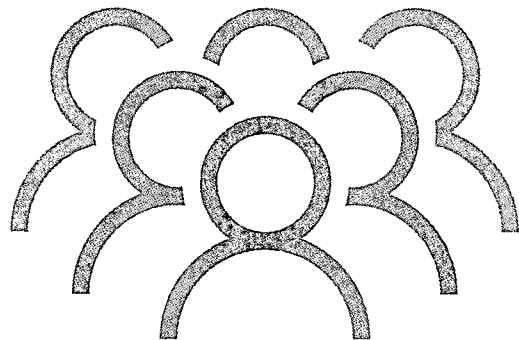
Our team has the knowledge, experience, available personnel and desire to perform the required services in addition to the available capacity to complete the job. With our Lexington office just twenty minutes from Lexington's DWQ, you can be assured that our team will be committed to your project from start to finish.

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

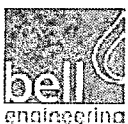
Bell Team Member	Time Committed to Other Projects	Time Available for Your Project
James K. Roberts, PE, PLS	55%	45%
Robert L. Pickerill, PE	50%	50%
Rick Harper, PE, LEED AP	45%	55%
R. Alan Bowman, PE	40%	60%
David M. Howell, PE	40%	60%
Stephen H. Caudill, PE	50%	50%

STAFFING

PROFESSIONAL ENGINEERS	14
PROFESSIONAL LANDSCAPE ARCHITECTS	3
PROFESSIONAL LAND SURVEYORS	1
ENGINEERS-IN-TRAINING	2
LAND SURVEYOR-IN-TRAINING	1
DESIGNERS/TECHNICIANS	8
CONSTRUCTION/FIELD PROFESSIONALS	9
PROJECT DEVELOPMENT/FUNDING SPECIALIST	1
INSURANCE SPECIALIST	1
ADMIN	5



43 PROFESSIONALS AT YOUR SERVICE



Statement of Qualifications
 RFP #42-2019 Engineering Services for Jacobson Park Roadway Widening
 Lexington-Fayette Urban County Government; Lexington, KY

SECTION 3.0 PAST RECORD OF PERFORMANCE

LFUCG EXPERIENCE

Bell Engineering has provided engineering services to the Lexington-Fayette Urban County Government on a variety of projects over the last seven years. The following table outlines our experience with LFUCG.

Project Name	Project Type
Gettysburg Road Storm Sewer Replacement	Non-RMP Stormwater Project
Blue Sky Pump Station & Force Main	Non-RMP Wastewater Project
Boonesboro Manor Pump Station & Force Main/WWTP Decommissioning	Non-RMP Wastewater Project
Griffin Gage Pump Station Replacement	Non-RMP Wastewater Project
Brighton East Rail Trail Phase 4	DOE Bikeway Project
Prequalification for Consent Decree Work	Prequalification in Categories 2, 3, 4 & 5
Cardinal Lane Improvements Project Phases 2 & 3	RMP Stormwater Project
Wolf Run Trunk A	RMP Sewer Rehab Project
Cephas Way Flume Repair	RMP Stormwater Project
Prequalification for Division of Engineering	Prequalification in Categories 1, 5 & 8
Cane Run Stormwater Improvements Project	RMP Stormwater Project
Haven Court Stormwater Improvements Project	RMP Stormwater Project
Haley Pike Landfill Irrigation Pipe Routing & Design	RMP Stormwater Project
Intersection Safety Audit - Man O' War at Victoria Way/Habersham Drive	DOE Transportation Project
Formal Review and Audit of CAP	Non-RMP Wastewater Project
Stormwater IDIQ Projects	RMP Stormwater Project
Alumni Drive Protected Bike Lanes	DOE Transportation Project
Renewal of DOE Prequalification Contract 1	DOE Prequalification
Dartmouth Drive Culvert Replacement	RMP Stormwater Project
Lyon/Riviera/Silverleaf Stormwater Projects	RMP Stormwater Project
Audit of CAP	Non-RMP Wastewater Project
Brunswick & Floyd Drive Sanitary Sewer	RMP Wastewater Project
West Hickman Salt Barn Runoff Control Basin	RMP Stormwater Project
Indefinite Services Contract 8 - Construction Inspection	DOE Inspection Contract
Stormwater Indefinite Engineering Services	DWQ RMP Stormwater Projects Contract

Through this experience, our team is familiar with LFUCG's processes and procedures. We have worked with many of LFUCG's project managers and understand project expectations, particularly in regards to maintaining schedule and budget. Each of the projects listed above were successfully completed according to the defined schedules and budgets.



ABILITY TO COMPLETE CONTRACTS

In selecting an engineer for this type of project, there are many qualified firms. However, while most have the experience to complete the planning and design, Bell Engineering offers a proven history of working with all stakeholders to get the job done right the first time, many times under aggressive schedules.

Bell is committed to meeting and exceeding project goals through conscientious project management and dedicated resource allocation, ensuring budgets and schedules are maintained. We accomplish this through weekly project meetings, updated estimates during design and experienced Resident Project Representatives (RPR's) and construction management teams.

Additionally, our team has experience with many of the current technological tools that help to improve project management including Procore, Microsoft Office Project, Primavera Suretrack and Primavera P3 scheduling softwares. Knowledge of these programs not only allows for scheduling during planning and design, but also for proper review of contractor schedules. Team members also have training and experience in Constructware, Prolog and eCommunication Construction Collaboration project management software.

Through the use of these technologies, qualified and experienced team members and with constant oversight by our experienced project manager, the Bell team successfully maintains project budgets and keeps the clients' bottom line in mind. With a history of successfully preventing or minimizing change orders,

you can count on the Bell team to complete your projects within the allocated budgets. Many times, our projects are completed under the contractor's bid price through effective construction management.



A prime example of our ability to manage aggressive schedules is demonstrated through our performance on several recent projects with the University of Kentucky (UK). Planning, design and construction on a college campus is very demanding for a number of reasons including: tight schedules to accommodate student and staff traffic, coordination with multiple projects taking place in the same area, consideration for how current projects will fit into the overall master plan, and defined budgets that must be met. Our team was able to accomplish this through mandatory meetings with the project team throughout the design process.

The first two projects completed were the FEMA and South Campus parking lots. The Bell team completed both of these projects under accelerated design

Project Name	Construction Budget	Construction Estimate	Total Contract Award Amount	Scheduled Months Design	Actual Months Design	Scheduled Months Construction	Actual Months Construction
Discovery Boulevard Extension	\$1,275,000	\$1,125,000	\$1,305,785	7	8*	6	9*
Logan County Area Technology Center	\$19,225,000	\$13,685,000	\$14,787,176	6	6	15	TBD
Alumni Drive Roadway Improvements	\$5,000,000	\$4,200,000	\$3,841,228	2	2	3	3
Country Club Lane Extension	N/A	\$158,812	\$180,650	6	5	4	3
MSU Drive Extension	N/A	\$407,935	\$403,470	3	3	4	4

*Delays due to negotiations with City to share cost with SCPS and found conditions during construction.



Statement of Qualifications
 RFP #42-2019 Engineering Services for Jacobson Park Roadway Widening
 Lexington-Fayette Urban County Government; Lexington, KY

and construction schedules (136 days and 102 days respectively). These projects were completed and placed in service in time to accommodate the University's academic and football schedules.



Bell also worked as a subconsultant on the Alumni Drive Realignment project. The redesigned stretch of roadway features a new alignment and the addition of two roundabouts. The road is heavily traveled and required construction to be completed between the last day of classes in the spring and the return of students in August.

If meeting the aggressive schedule was not challenging enough, there were also three other major projects ongoing at the same time that tied into the project area. The largest was the renovation of Commonwealth Stadium. This, along with the FEMA Flood Mitigation project, were ongoing along the Alumni corridor with similar required completion dates. Both the Alumni Drive and FEMA project were completed by the August deadline.



More recently, Bell completed the design and prepared for bidding a \$3.9 million dollar landscape and

infrastructure improvements project on UK's central campus. Our contract with UK was approved on January 25 and conceptual design was approved on March 29. Our team was then able to prepare 70-pages of drawings along with specifications in order to deliver a completed bid package to the University on April 12; only 10 days following completion of the conceptual design.

On top of meeting the aggressive deadlines posed by each of these projects, all were completed within the desired budget as well. We have an established and multi-faceted design team who have worked together on each of these projects. Our team will offer the same commitment of staff for completion of the Jacobson Park Roadway Widening Project.

RELEVANT PROJECT EXPERIENCE

Bell designs transportation projects to accommodate all users by allowing for smooth traffic flow, being mindful of pedestrian safety, and with an understanding of integrating pedestrian, multi-modal and vehicular transportation networks within the project. We are currently involved in urban, commercial, industrial and residential roadway projects.

Bell is KYTC prequalified in rural and urban roadway design and construction supervision. This following project profiles highlight key, similar projects completed in the past seven years.



ALUMNI DRIVE PROTECTED BIKE LANES

LFUCG | BELL ENGINEERING

LEXINGTON, KY

KEY PERSONNEL

Project Engineer:
Jonathan S. Rehner, PE

COMPLETION DATE

Preliminary design done
Awaiting funding for completion

CONTACT/REFERENCE

Bob Bayert, Senior Engineer
859.258.3441
101 E. Vine Street
Lexington, KY 40507

The Lexington-Fayette Urban County Government desires to add protected bicycle lanes along Alumni Drive, southeast from Tates Creek Road to Chinoe Road, a distance of approximately 3700 feet (0.7 mile). Bell Engineering is to evaluate the use of one way protected bike lanes along the north and south sides of Alumni Drive versus a two way protected bike lane along either the north or south side of Alumni Drive. The evaluation will be in terms of safety for cyclists and motorists and convenience of access for users, as well as the costs associated with building and maintaining the facilities. Included within this evaluation will be recommendation of the product(s) to be used to provide the separation of bicycles from motor vehicles.

CONSULTING FEE

\$49,635

EST. CONSTRUCTION COST

N/A

BID CONSTRUCTION COST

N/A

FINAL CONSTRUCTION COST

N/A



DISCOVERY BOULEVARD EXTENSION
SHELBY COUNTY PUBLIC SCHOOLS | BELL ENGINEERING
SHELBYVILLE, KY

KEY PERSONNEL

Project Manager:
Rick Harper, PE

Project Engineer:
Robert L. Pickerill, PE

COMPLETION DATE

2019

CONTACT/REFERENCE

Kerry Whitehouse, Assistant
Superintendent for Facilities
502.633.2375
1155 West Main Street
Shelbyville, KY 40066

CONSULTING FEE

\$80,000

EST. CONSTRUCTION COST

\$1,125,000

BID CONSTRUCTION COST

\$1,305,785

FINAL CONSTRUCTION COST

\$1,190,400



This project included 4,000 linear feet of two-lane road with curb and gutter and sidewalk. Road connects the end of existing Discovery Boulevard with the existing end of Midland Industrial Drive. Project includes street drainage collection system and cross drainage system. Due to Kentucky Department of Education, project included both Shelby County Board of Education and City of Shelbyville. The project was designed to be constructed as one but bid in two sections with a construction contract with both entities. Permitting of endangered species, wetland determination and stream crossing was required.



LOGAN COUNTY AREA TECHNOLOGY CENTER

JKS ARCHITECTURE | BELL ENGINEERING

RUSSELLVILLE, KY

KEY PERSONNEL

Project Manager:
Rick Harper, PE

COMPLETION DATE

2018

CONTACT/REFERENCE

Keith Sharp, Architect
270.885.2296
info@jksae.com
402 Liberty Street
Hopkinsville, KY 42240

CONSULTING FEE

N/A

EST. CONSTRUCTION COST

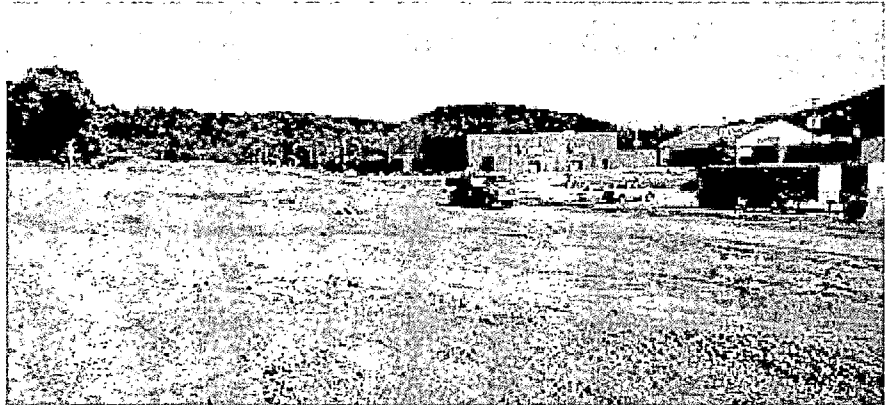
\$13,685,000

BID CONSTRUCTION COST

\$14,787,176

FINAL CONSTRUCTION COST

\$10,319,796



This project includes the construction of the 68,000 square foot Area Technology Center which required the development of 21 acres located on the current site of Logan County High School in Russellville, Kentucky. In addition to the development of the building site and associated parking and paved access areas, the project includes approximately 0.65 miles of internal access roads and drives to connect the new development to the existing internal drive system of Logan County High School and the Logan County Board of Education. The new access road connects to US Highway 68. The entrance onto US 68 required the construction of two median left turn lanes and one right turn lane. Including tapers, the turn lanes totaled over 1,700 feet. This design was coordinated through the Kentucky Transportation Cabinet at the State and District Level.

The internal access roads and drives have a roadway section of stone base and multiple layers of asphalt, with stone and grass shoulders and road side swales. Cross drains are included at required locations.



ALUMNI DRIVE ROADWAY IMPROVEMENTS

CDM SMITH | BELL ENGINEERING

LEXINGTON, KY

KEY PERSONNEL

Project Manager:
Robert L. Pickerill, PE

Project Engineers:
James K. Roberts, PE, PLS
Rick Harper, PE, LEED AP
Stephen H. Caudill, PE

COMPLETION DATE

2015

CONTACT/REFERENCE

Keith Ingram, Project Manager
859.257.5911 ext. 237
Room 222 Peterson Service Bldg.
Lexington, KY 40506
kingram@uky.edu

CONSULTING FEE

\$119,690

EST. CONSTRUCTION COST

N/A

BID CONSTRUCTION COST

\$3,841,228

FINAL CONSTRUCTION COST

\$4,163,434



The University of Kentucky contracted to have approximately one mile of Alumni Drive near Commonwealth Stadium reconstructed. The road is very highly traveled requiring construction to be performed between the last day of class in spring 2015 and the return of students on August 17, 2015. If the task was not difficult enough, there were three other major projects ongoing at the same time that tied into the project area. The largest was the renovation of Commonwealth Stadium, but the construction of the new football practice facility was also starting and the FEMA Flood Mitigation project was ongoing along the Alumni corridor and had a similar completion date.

Serving as the lead on the FEMA project, Bell was asked to join the team for the roadway project as a subconsultant. Bell provided the drainage calculations, landscape architecture services, coordination between adjoining projects and a portion of the inspection services during construction.

The final design of the roadway included two roundabouts at intersections and incorporation of a shared use path. The roundabouts required considerable design adjustments in the already ongoing FEMA project. The project was completed on time and Alumni Drive was open for driving on August 17, 2015.



Statement of Qualifications
RFP #42-2019 Engineering Services for Jacobson Park Roadway Widening
Lexington-Fayette Urban County Government; Lexington, KY

COUNTRY CLUB LANE EXTENSION
COMMUNITY & DEVELOPMENT SERVICES | BELL ENGINEERING
HOPKINSVILLE, KY

KEY PERSONNEL

Project Manager:
Robert L. Pickerill, PE

Project Engineers:
David M. Howell, PE

COMPLETION DATE

2014

CONTACT/REFERENCE

Steven R. Bourne, Director
270.887.4285
sbourne@comdev-services.com
710 South Main Street
Hopkinsville, KY 42240

CONSULTING FEE

\$26,150

EST. CONSTRUCTION COST

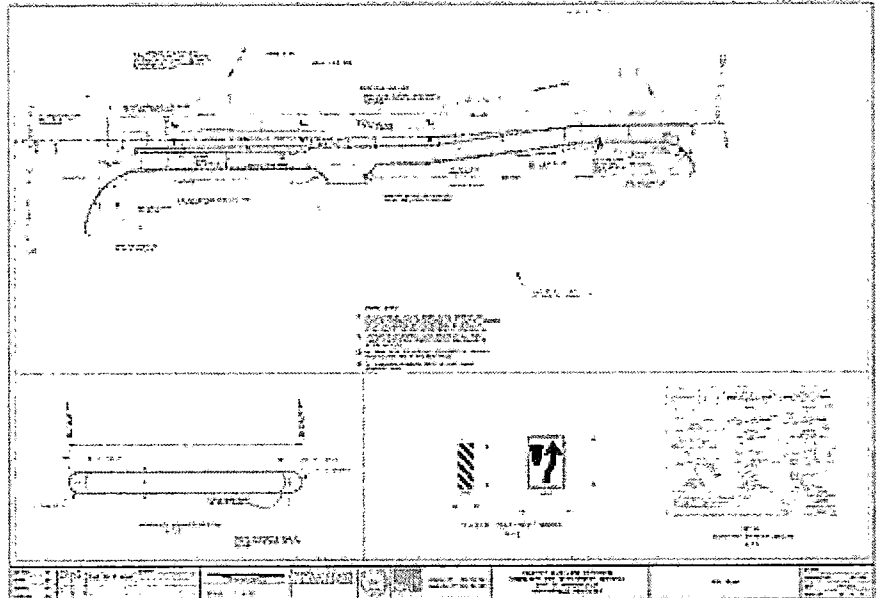
\$144,375

BID CONSTRUCTION COST

\$180,650

FINAL CONSTRUCTION COST

\$180,650



This project consisted of 550 L.F. extension of Country Club Lane (KY 380) in Hopkinsville. Beginning at Ft. Campbell Blvd (US 41A), the road was extended through the commercial area to East 21st Street. Right of Way was acquired from two adjacent commercial businesses and the road was dedicated, as the area was previously used as access to the businesses and wasn't sufficient as a roadway. Drainage improvements were included, with the addition of drop box inlets, a storm sewer junction box, headwall, and drain piping. Curb and gutter were added and a barrier median improved driver safety at the intersection with US 41A. Permitting through KYTC was required because it is an intersection of State and Federal highways. Utility relocation was coordinated through Bell, as all aerial utilities were moved because of conflicts with the proposed roadway.



MSU DRIVE EXTENSION

COMMUNITY & DEVELOPMENT SERVICES | BELL ENGINEERING

HOPKINSVILLE, KY

KEY PERSONNEL

Project Manager:
Robert L. Pickerill, PE

Project Engineers:
David M. Howell, PE

COMPLETION DATE

2014

CONTACT/REFERENCE

Steven R. Bourne, Director
270.887.4285
sbourne@comdev-services.com
710 South Main Street
Hopkinsville, KY 42240

CONSULTING FEE

\$25,000

EST. CONSTRUCTION COST

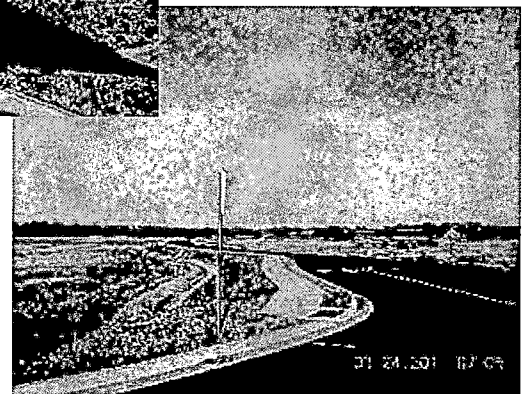
\$425,000

BID CONSTRUCTION COST

\$403,470

FINAL CONSTRUCTION COST

\$513,830



This project consisted of the design of a 1000 foot road extension for commercial development. The City of Hopkinsville received funding through The State of Kentucky and the project was designed to KYTC standards. Included in the design was a secondary entrance to the James Bruce Conference Center. The project included roadway, curb and gutter, turning lanes, sidewalks and drainage. The project area had a large stormwater flow to design around. The drainage included large concrete ditches and large diameter piping.



QUINTIN COURT WIDENING
COMMUNITY & DEVELOPMENT SERVICES | BELL ENGINEERING
HOPKINSVILLE, KY

KEY PERSONNEL

Project Manager:
Robert L. Pickerill, PE

Project Engineers:
David M. Howell, PE

COMPLETION DATE

2012

CONTACT/REFERENCE

Steven R. Bourne, Director
270.887.4285
sbourne@comdev-services.com
710 South Main Street
Hopkinsville, KY 42240

CONSULTING FEE

\$21,100

EST. CONSTRUCTION COST

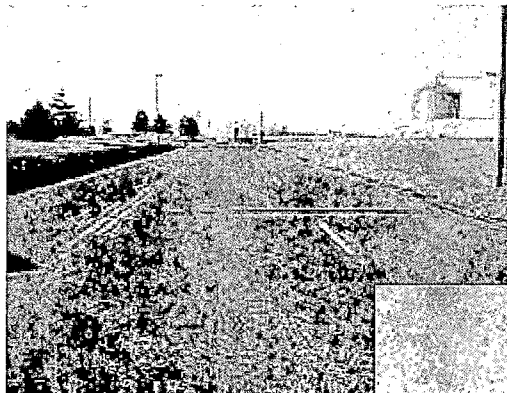
\$92,600

BID CONSTRUCTION COST

\$147,050

FINAL CONSTRUCTION COST

\$147,050

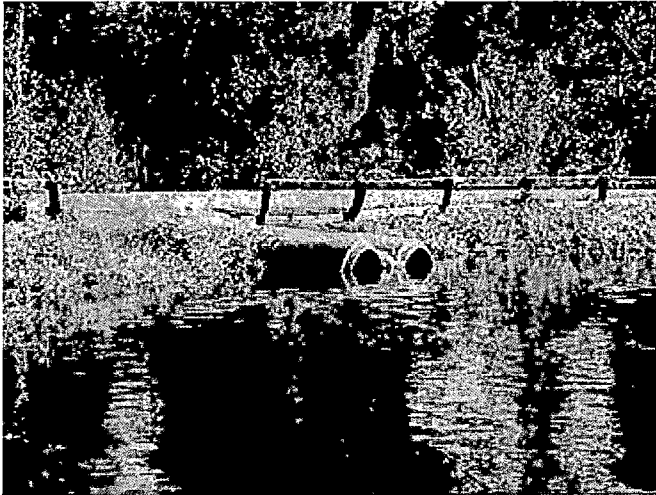


This project consisted of constructing an additional 6' width on each side of Quintin Court in the industrial park in order to widen approximately 1000 lf of roadway from 2 lanes to 3 lanes. The project also included drainage. Continuous truck traffic was maintained through the site, as was required by the adjacent mill. Coordination with existing utilities was required for lighting and relocation of a water main.



SECTION 4.0 FAMILIARITY WITH PROJECT

Based upon Request for Proposal 42-2019 issued on October 3, 2019, Bell Engineering understands that the Lexington-Fayette Urban County Government (LFUCG) is procuring a consulting engineer for services related to the Jacobson Park Roadway Widening Project.

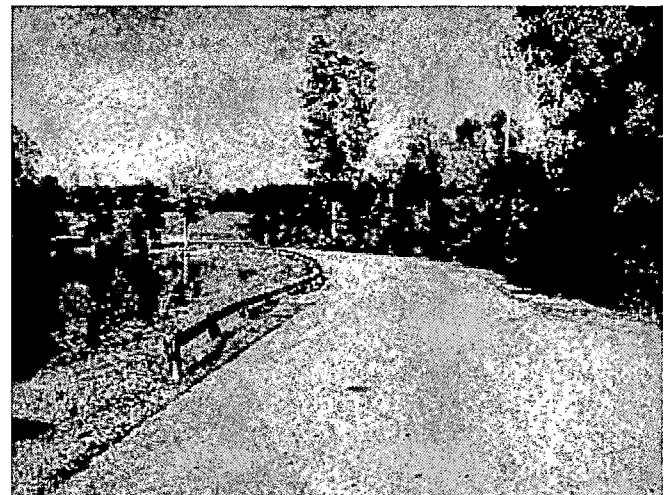


The section of roadway to be widened is surrounded by the Kentucky American Water Company reservoir and has pipes running beneath it. It is the desire of LFUCG to widen the roadway to accommodate the passage of two, large emergency response vehicles. In order to accomplish this task, the loading capacity of the roadway is to be evaluated and methods for increasing capacity are to be made, if needed.

Bell Engineering performed a preliminary site visit to the causeway at Jacobson Park on October 8, 2019. During this visit we reviewed the site conditions and



any challenges to the proposed roadway widening. It is our understanding that one of the main concerns is the ability to maintain emergency vehicle traffic over the roadway. Bell has designed several projects on the University of Kentucky campus in Lexington over the past several years where emergency vehicle access was of critical importance. Through these projects, our team is familiar with the sizes, weights and turning radii of many emergency vehicles with the fire vehicles being the most challenging. Bell has worked with LFUCG fire department personnel to determine response vehicle needs and actually run computer simulations to confirm that the vehicles can traverse the proposed routes.



The project has several elements that will need to be considered during design. Proper sizing of the new culvert will be obtained by performing watershed flow calculations along with any requirements to retain/pass specific flows as part of the reservoir function. The new culvert will need to be designed to allow construction before removal of existing culverts. Anti-seep collars may be needed on the new culvert to prevent erosion of the causeway.

Bell has the in-house structural capability to design the proposed retaining wall and has done several including walls with foundations with water influencing the bearing and possible hydrostatic concerns. Bell will work closely with the geotechnical engineer to determine the site conditions and design the culvert, walls and roadway section accordingly.



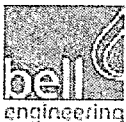
SECTION 5.0 DEGREE OF LOCAL EMPLOYMENT

Responsiveness, quality and satisfaction are the Bell team's primary goals. Bell Engineering is truly a Kentucky owned and operated firm; our corporate headquarters remains centrally located in Lexington, Kentucky and all team members will perform work from our Lexington office. Additionally, all subconsultants have corporate offices in Lexington.

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 Jacobson Park Roadway Widening Project. 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.



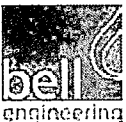
Bell Engineering Corporate Office
2480 Fortune Drive, Suite 350
Lexington, KY 40509
Phone: 859/278-5412



SECTION 6.0 ESTIMATED COST OF SERVICES

CONSULTANT SERVICES	LUMP SUM FEE
1. Site Plan, Schematics & Cost Estimate	\$24,000
2. Construction Documents	
50% Completion	\$3,250
100% Completion	\$3,250
3. Permit Application Preparation	\$2,000
4. Bidding & Negotiation	\$3,250
5. Construction Administration	\$6,800
6. As-built Drawings	\$1,600
TOTAL	\$44,150

TITLE/SKILL LEVEL	HOURLY RATE
Principal	\$199.00
Senior Project Engineer	\$154.00
Project Engineer	\$133.00
Engineering Technician	\$102.00
Drafting/CAD Technician	\$81.00
Field Services	\$78.00
Administration	\$71.00



APPENDIX A

BELL ENGINEERING AFFIRMATIVE ACTION PLAN

REQUIRED AFFIDAVIT

EQUAL OPPORTUNITY AGREEMENT

WORKFORCE ANALYSIS FORM

DBE PARTICIPATION FORM

GENERAL PROVISIONS

CERTIFICATE OF INSURANCE

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

1. Policy

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

2. Dissemination of Policy

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

3. Responsibility for Implementation of Policy

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

4. Analysis of Firm Employment

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

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

- a. Job Category: Consultant
Discussion: Consultants are long-term employees, presently retired from full-time service but still working part-time, providing a special expertise to the firm.
Conclusion: This is not an under-utilization area. In furthering our equal employment opportunity policy, we will continue to encourage and promote full opportunity to minority and women employees with the requisite skill and tenure to advance to this position.
- b. Job Category: Principal
Discussion: Principals are the owners of the firm. Openings for these positions are created only through action of the Board of Directors. All principals own stock in the firm and any new principal will have to purchase available stock.
Conclusion: Because openings in this category are extremely limited, the establishment of specific goals cannot realistically be accomplished. In furthering our equal employment opportunity policy, we will encourage and promote full opportunity for minority and women employees with the requisite skill and tenure to advance to this position.
- c. Job Category: Engineer
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 5.3 percent of the experienced work force.
Conclusion: This is not an under-utilization area. However, in furthering our equal employment opportunity policy, we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- d. Job Category: Architect
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 5.3 percent of the experienced work force.
Conclusion: This is not an under-utilization area. However, in furthering our equal employment opportunity policy, we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- e. Job Category: Designer/Planner
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 20.1 percent of the experienced work force.
Conclusion: When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- f. Job Category: Engineering Technician
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 20.1 percent of the experienced work force.
Conclusion: When an opening occurs we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- g. Job Category: Inspector/Operations Specialist
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 20.1 percent of the experienced work force.
Conclusion: When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.
- h. Job Category: Draftsperson
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 23.7 percent of the experienced work force.

Conclusion: When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.

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

5. Goals and Timetables

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

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

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

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

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

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

6. Development and Execution of Program

a. Recruiting

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

b. Training

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

c. Personnel Actions

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

d. Community Relations

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

7. Audit Report and Evaluate

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

a. Job Openings

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

b. Separation

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

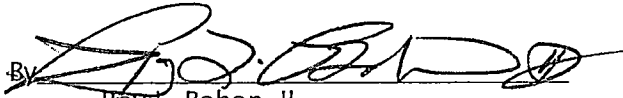
c. Promotions


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

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

8. Adoption of Policy

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

By 
Roy L. Bohon, II
Secretary-Treasurer

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

Date September 10, 2019

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, PE, PLS

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 13th day of September, 2019.

My Commission expires: Oct. 14 2021

David Ball
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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


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

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

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

Bidders

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


Signature Bruce (Vice President)

Bell Engineering
Name of Business

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 Asian (Not Hispanic or Latino)		Total		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators	1		1														1	
Professionals	17	17															17	
Superintendents																		
Supervisors	3	2	1														2	1
Foremen	8	8															8	
Technicians	7	6	1														6	1
Protective Service																		
Para-Professionals	2	2															2	
Office/Clerical	3		3														3	
Skilled Craft																		
Service/Maintenance																		
Total:	41	35	6														35	6

Prepared By: Megan Hogan, CPSM, Director of Marketing Date: 09 / 10 / 2019

Name & Title

Revised 2015-Dec-15



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # RFP #42-2019 Jacobson Park Roadway Widening

The MWDBE and/or veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value Of the Work	% Value of Total Contract
1. TBD MWDBE Firm	MWDBE	Surveying/Engineering	N/A	10% of project
2. TBD VBE Firm	VBE	Surveying/Engineering	N/A	3% of project
3.				
4.				

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

Bell Engineering
Company

Jamie W. Calcut, PE, PLS
By

October 21, 2019
Date

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 the Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature *Exec. Vice President*

September 10, 2019
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2019

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

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

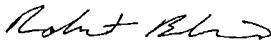
PRODUCER Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504	CONTACT NAME: Robert Blain	
	PHONE (A/C, No, Ext): (859)233-1461 FAX (A/C, No): (859)281-9450 E-MAIL ADDRESS: rblain@altorstrick.com	
INSURED HK Bell Consulting Engineers Inc., DBA: Bell Engineering 2480 Fortune Dr, Ste 350 Lexington KY 40509	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: State Auto Property & Casualty	25127
	INSURER B: Continental Insurance	35289
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2019-2020 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PBP2811479	10/21/2019	10/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2464384	10/21/2019	10/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			PBP2811479	10/21/2019	10/21/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6024685696	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER LFUCG 125 Lisle Industrial Avenue Suite 180 Lexington KY 40511	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #42-2019

Date: October 3, 2019

Subject: Engineering Services for Jacobson Park Roadway Widening

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Q: Can you provide a site map for the exact area in question?

A: See attached.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Bell Engineering

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

SIGNATURE OF BIDDER: Megan Hogan



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Lexington, KY 40509
859.278.5412**

**107 Forbes Drive
Hopkinsville, KY 42240
270.886.5466**

**1278 Hendersonville Road
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