

EXHIBIT B

CERTIFICATE OF INSURANCE

*The Underwriters Group, Inc.
1700 Eastpoint Parkway
Louisville, KY 40223*

Melinda A. Hayes, CSR, 502-489-6246 - melinda@uscky.com

POLICY CHANGE - ORDER NO. 4669582

Policy Number: EBP0059066

12/28/2012

CMW, Inc.
400 E. Vine St, Ste 400

Cincinnati Insurance Co
Hank Stein

Lexington, KY 40507

**Effective 01/01/2013, please add additional insured, primary status, and
Notice of Cancellation (30 days) for the following:**

**Lexington-Fayette Urban County Government
200 East Main Street, 9th Floor
Lexington, KY 40507**

Thank you,

**Melinda Hayes, CIC
Melinda@uscky.com**



12/28/2012

Diana Cygan
Diana.cygan@xlgroup.com
XL Specialty Insurance Company

RE: Policy Number: DPR9703288
 Policy Term: 01/01/2013 to 01/01/2014
 Insurance Company: XL Specialty Insurance Company

 Insured: CMW, Inc.

Effective Date of Change: 01/01/2013

Please add Notice of Cancellation (30 days) for the following:

Lexington-Fayette Urban County Government
200 East Main Street, 9th Floor
Lexington, KY 40507

Thank you,

Melinda A. Hayes, CIC
melinda@uscky.com

A Full Service Insurance Agency

1700 Eastpoint Parkway – P.O. Box 23790 – Louisville, Kentucky 40223-0790 – Phone (502) 244-1343 – Fax (502) 244-1411

*The Underwriters Group, Inc.
1700 Eastpoint Parkway
Louisville, KY 40223*

Melinda A. Hayes, CSR, 502-489-6246 - melinda@uscky.com

POLICY CHANGE - ORDER NO. 4669657

Policy Number: EPP0054224

12/28/2012

CMW, Inc.
400 E. Vine St, Ste 400

Cincinnati Insurance Co
natlprogops@travelers.com

Lexington, KY 40507

Commercial Auto

Effective 01/01/2013 please add Additional Insured and Notice of Cancellation (30 days) for the following:

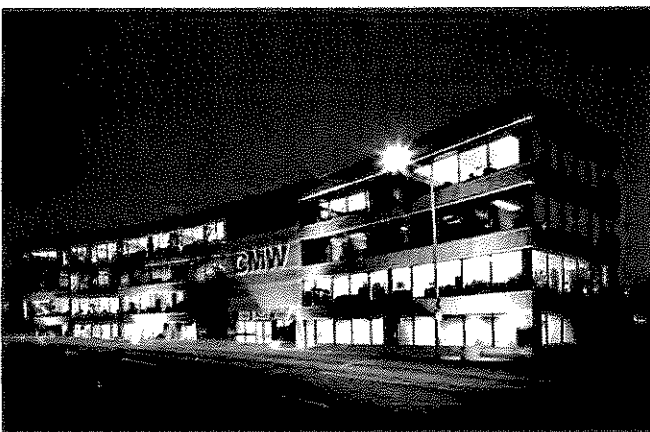
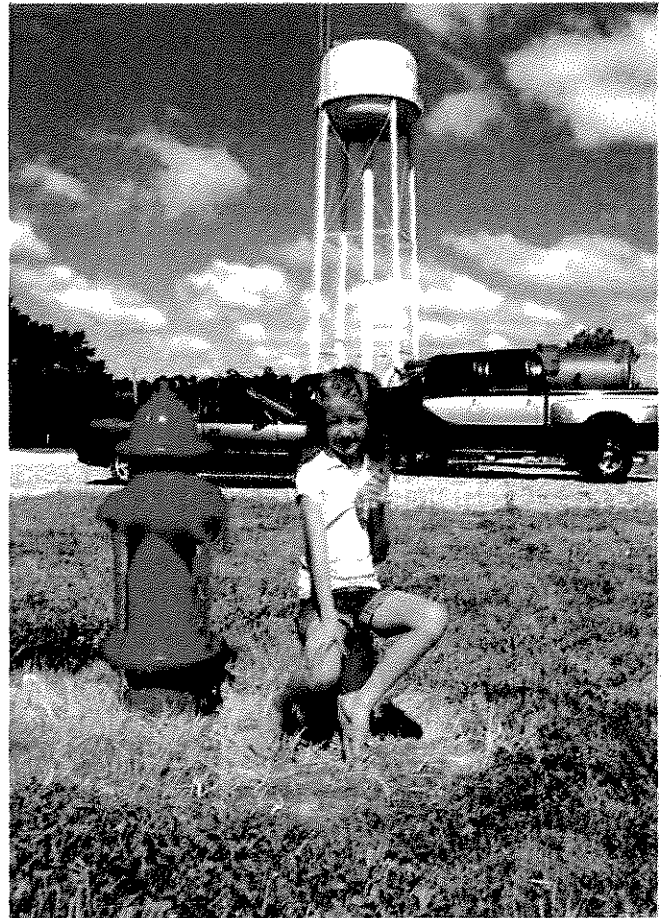
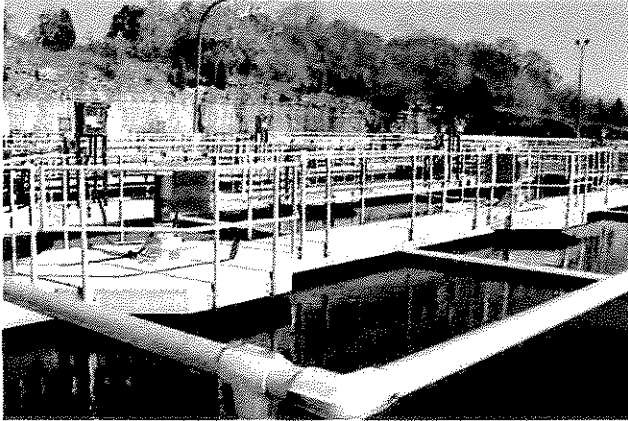
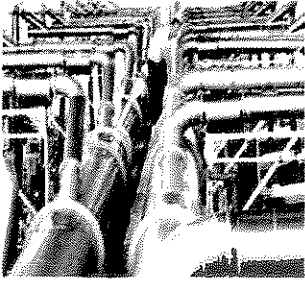
Lexington-Fayette Urban County Government
200 East Main Street, 9th Floor
Lexington, KY 40507

Thank you,

Melinda Hayes, CIC
Melinda@uscky.com

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**



CMW inc.

Engineering Architecture Interior Design Landscape Architecture

November 13, 2012

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

Dear Mr. Slatin & Selection Committee:

CMW, Inc. would like to take this opportunity to express our firm's interest in providing professional engineering services for any upcoming **Dig & Replace Pipeline** projects that the Lexington-Fayette Urban County Government may undertake in the future.

In our 50-year history, CMW has developed considerable expertise in wide-ranging project types for clients in both the public and private sectors. Nowhere is this professional aptitude more evident than in the Lexington community. The firm is credited with some of Lexington's most successful projects such as the following:

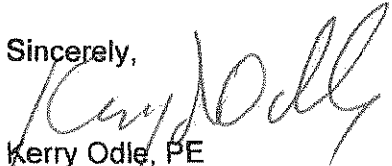
- **Lexington-Fayette County Detention Center**
- **Robert Stephens Courthouse Plaza**
- **Lexington History Museum Renovation**
- **Metropolitan YMCA – Beaumont Center & North Lexington Facilities**
- **Saint Joseph Hospital (Over \$100 Million in Construction)**
- **University of Kentucky Medical Center (Over \$100 Million in Construction)**
- **Kentucky Horse Park (Over \$100 Million in Construction)**
- **Newtown Pike Extension Commercial Design Guidelines**
- **Two-Way Street Conversion Study**

While most of the Selection Committee members may be familiar with CMW's architectural designs; you may not know that our Utilities Division is one of the most successful groups in Kentucky. I am a partner in the firm and have specialized in sanitary, storm sewer and water line projects for more than 30 years. I have developed and nurtured long-term relationships with utility clients throughout the Commonwealth and hope that I can actually work at "home" in Lexington.

Abbie Jones Consulting, a certified woman owned firm, will provide any related surveying and/or civil engineering production.

We appreciate this opportunity and can assure you of excellent performance. Should you have any questions or require additional information, please do not hesitate to contact me at 859-254-6623 or via e-mail at kodle@cmwaec.com.

Sincerely,



Kerry Odle, PE
Vice-President & Principal-In-Charge

CMWinc.

ARCHITECTURE ENGINEERING INTERIOR DESIGN LANDSCAPE ARCHITECTURE

400 East Vine Street, Suite 400, Lexington, KY 40507 859.254.6623 Fax 859.259.1877
www.cmwaec.com

Dig and Replace Pipelines

2. Firm Qualifications

CMW has grown in size and capability over the last 50 years, providing full-service comprehensive design, planning and specialty consulting services. The experience is extensive and varied and includes many clients and project types. Our clients include city, county, state and federal government agencies; local municipalities; water and sewer districts; industrial, commercial and private developers; college and universities; hospitals; and individuals in the private sector.

Our civil engineering and surveying division provides quality civil engineering and land surveying services throughout Kentucky and the surrounding area. Our civil engineering and surveying project types vary – from utility system engineering to industrial lot plats to major subdivision plans – and we have the capacity to successfully perform all phases of your project, from initial survey through site planning, engineering and construction.

Kerry S. Odle, PE, part owner of CMW, will serve as Project Manager for your project. Kerry is a licensed Professional Engineer in the state of Kentucky (PE # 12497) and has been a Project Manager at CMW for 20+ years. He has extensive experience in water and sanitary sewer projects and currently serves as the engineer for the City of Booneville, Grant County Sanitary Sewer District, Bullock Pen Water District, Madison County Utilities District and Kirksville Water Association. As their representative, Kerry attends all utility meetings, reviews plans submitted by developers, writes and updates general specifications for the utility, performs engineering services on various projects and represents the utilities at various meetings.

CMW's civil engineering division also works as project engineer for utilities on various projects. Usually the scope of service includes, planning, project profiles, preliminary engineering report, feasibility analysis, funding applications or assisting grant writers in preparation of funding applications, represent utilities at various meetings, project design and plans, prepare and obtain easements, prepare encroachment permits, submit plans to Division of Water, bid projects, review bids, award contracts, preconstruction conference, contract administration and resident inspector.

Kerry will direct and control the project from inception to completion. He will be responsible for defining the project scope, preparing budgets and schedules, coordinating project teams and managing and direction the project's progress.

Examples of Sewer Pipeline Replacement projects for which Kerry has been Project Manager include:

- Booneville Hwy 28 Utility Relocation
- Booneville Hwy 30 Utility Relocation

Firm Qualifications

- **Booneville I / I Reduction Project**
- **Vincent Pump Station Elimination – GCSSD**
- **Leehi Pump Station Elimination – GCSSD**
- **Eagle Creek Force Main Relocation – GCSSD**
- **Beattyville Hwy 52 Utility Relocation**
- **Saint Joseph Hospital Medical Office Park – Lexington**

Pat Deming, PE, will serve as lead engineer for your project. He has worked on numerous sanitary sewer projects for utilities and private developers. He will be working on the design phase of this project. He will coordinate the different phases of the project with team members to complete this project within time and budget constraints.

CMW has built its staff to full-service proportions, with most of our key people having 15 years or more experience. In order to provide our clients a “unified and coordinated” design early on, we expanded our civil engineering staff to include; surveyors, landscape architects; mechanical and electrical engineers; architects; construction personnel as well as interior designers, assuring availability of professional skills in whatever discipline may be needed.

Our diverse project experience has exposed us to a wide variety of engineering and surveying applications. CMW will provide cost effective and innovative design solutions for your project within your budget. We attribute our success to our ability to meet clients' goals and expectations.

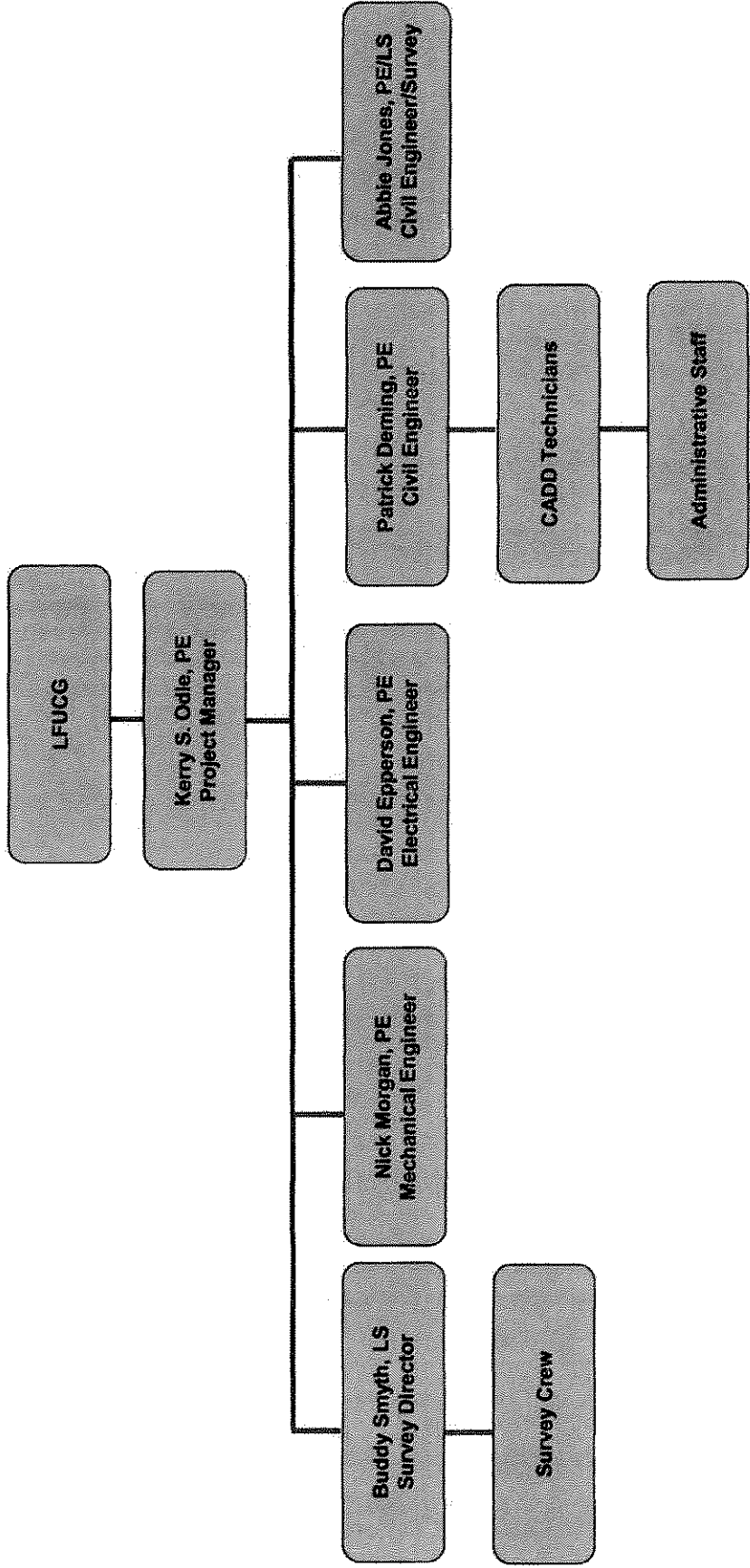
CMW is fully automated, using AutoCAD LDD 2012 to produce documents in a digital planning and design format. Hydraulic designs of water projects are created by utilizing Kentucky Pipe 2012.

CMW will be using Abbie Jones Consulting as our WMBE consultant. Abbie Jones, PE, PLS, CFM, CPESC, is a civil engineer and land surveyor with experience in storm water, sanitary sewer, transportation, flood plain and related surveying along with GIS and topographical surveying.

The work performed by Abbie Jones Consulting will be determined once the particular project is assigned to our group. Abbie Jones Consulting will vary from surveys, preliminary reports, engineering design or construction administration, depending on the details of the project. Abbie Jones Consulting's work will be a minimum of 10% of the project.

All work of these projects will be done by either CMW Inc. or Abbie Jones Consulting, which are both locally owned firms with offices only in Lexington. All work on these projects will be done in Lexington.

**CMW's Team Organization for
Lexington-Fayette Urban County Government
RFP #33-2012 RFQ for Professional Engineering Services**



Project Team

Team members are selected and pre-scheduled prior to the actual award of the contract. This assures the availability of the most qualified staff for your project. All team members are selected on the basis of their expertise in the project type and discipline involved.

Kerry S. Odle, PE, part owner of CMW, will serve as Project Manager for your project. Mr. Odle is a licensed Professional Engineer in the state of Kentucky and has been a Project Manager for CMW for 22 years. He has extensive experience in storm water and sanitary sewer projects.

He will direct and control the project from inception to completion. Mr. Odle will be responsible for defining the project scope, preparing budgets and schedules, coordinating project teams and managing and directing the project's progress. He will attend all required meetings.

Patrick Deming, PE, will be the design engineer on the storm sewers and sanitary sewers in this project and will be the engineer responsible for the environmental documents. Prior to joining CMW, Mr. Deming worked in the Civil Engineering Group for the Kentucky Department of Transportation for 10 years.

Buddy Smyth, PLS, will direct survey crew on any required surveys and assist in layout and design of the sewers.

Nick Morgan, PE, is the mechanical engineer with experience on sanitary sewer pumps and sewer treatment plant projects and will be responsible for the mechanical engineering on any of the projects.

David Epperson, PE, is an electrical engineer with experience in pump stations and sanitary sewer treatment plants and will be responsible for the electrical engineering on any of the projects.

Abbie Jones, PE, PLS, CFM, CPESC, and WMBE is a civil engineer and land surveyor with experience in storm water, transportation, flood plain and related work surveying along with GIS and topographical surveying.

All work of these projects will be done by either CMW Inc or Abbie Jones Consulting, which are both locally owned firms with offices only in Lexington. All work for these projects will be performed in Lexington.

The work performed by Abbie Jones Consulting will be determined once the particular project is assigned to our group. Abbie Jones Consulting will vary from surveys, preliminary reports, engineering design or construction administration, depending on the details of the project. Abbie Jones Consulting's work will be a minimum of 10% of the project.

EXPERIENCE

- **Booneville Sanitary Sewer Extension**
Booneville, Kentucky
- **Booneville Water Line Extension**
Project #6, #10 & #16
Booneville, Kentucky
- **Booneville Tank & Water Plant**
Renovation
Booneville, Kentucky
- **Booneville Wastewater Treatment**
Plant Renovation
Booneville, Kentucky
- **Bullock Pen Lake Sewer Extension**
Grant County Sanitary Sewer District
Crittenden, Kentucky
- **Buck Creek Sewer Extension**
Booneville, Kentucky
- **Lone Oak Industrial Park**
Booneville, Kentucky
- **Bullock Pen Water District Extension**
Phase I, II, III, IV, V, VI, VII, VIII, X,
XI & XII
Grant County, Kentucky
- **Madison County Utility District**
Improvements Phase I, II, III, & III-A
Madison County, Kentucky
- **Pump Station Eliminations**
Grant County Sanitation Sewer
District
Crittenden, Kentucky
- **Grant County Sanitary Sewer**
Extensions, Phase I
Crittenden, Kentucky

KERRY S. ODLE, PE
Principal-in-Charge & Project
Manager

EDUCATION

Bachelor of Science- Civil Engineering,
1976
Memphis State University; Memphis, TN

REGISTRATIONS

Professional Engineer, 1981
Kentucky No. 12497

AFFILIATIONS

National Society of Professional
Engineers
Code Appeals Board, Winchester, Ky
American Water Works Association
Kentucky Rural Water Association
Water Environment Federation

PROFESSIONAL EXPERIENCE

As Director of CMW's Civil Engineering
and Surveying Division, Kerry directs all
civil engineering and surveying projects
involving civil engineering design for:
Roads and Bridges, Industrial Parks,
Subdivisions, Water Treatment /
Distribution Systems, Wastewater
Collection and Treatment and Storm
Water Systems.

Kerry is familiar with local, state, and
federal environmental standards and
has worked with funding agencies to
obtain financing for projects owned by
local governments and industrial
authorities.

He has been engineer and project
manager on numerous water, sewer,
gas, subdivision, industrial park and
shopping center projects. He also
serves as the engineer for the Bullock
Pen Water District, Madison County
Utilities District, Kirksville Water
Association, and City of Booneville.

EXPERIENCE

- **Booneville Raw Water Intake**
Booneville, Kentucky
- **Lebanon Water & Sewer Lines, Sewer Pump Station**
Lebanon, Kentucky
- **North Elkhorn Creek Floodway Design**
Georgetown, Kentucky
- **Hydraulic design of Storm Sewers, Detention Basins, Water Quality Structures for Multiple Commercial Developments**
Various areas thru-out Kentucky
- **Bullock Pen Lake Sewer Extension Grant County Sanitary Sewer District**
Crittenden, Kentucky
- **Wal-Mart Gravity Sewer Design**
Cynthiana, Kentucky
- **Wal-Mart Gravity Sewer Design**
Louisa, Kentucky
- **Wal-Mart Gravity Sewer Design**
Lexington, Kentucky
- **Wal-Mart Gravity Sewer Design**
Lebanon, Kentucky
- **Sam's Club Gravity Sewer & Water Line Design**
Nicholasville, Kentucky
- **Wal-Mart Water Line Extensions**
Cynthiana & Lebanon, Kentucky

PATRICK DEMING, PE
Civil Engineer

EDUCATION

Bachelor of Science-Civil Engineering
1994, University of Kentucky

REGISTRATIONS

Registered Professional Engineer,
Kentucky No. 20703

AFFILIATIONS

American Society of Civil Engineers
(ASCE)
National Society of Professional
Engineers (NSPE)

TRAINING

Road and Bridge extensive training
and experience while working for
Kentucky Department of
Transportation 1994 - 2004

PROFESSIONAL EXPERIENCE

Patrick's responsibilities include project management, site design, construction inspection, engineering calculations, site grading, cost estimating, in addition to coordination with clients, contractors, governing authorities, and other design team members.

EXPERIENCE

- **Owsley County Sewer Survey and Road Design**
Booneville, Kentucky
- **Richmond Industrial Park South II**
Richmond, Kentucky
- **Booneville Sanitary Sewer Extension**
Booneville, Kentucky
- **Shiloh Pointe Subdivision**
Madison County, Kentucky
- **Lake Reba Recreation Complex**
Richmond, Kentucky
- **Redbird Work Center Access Road**
Peabody, Kentucky
- **Warix Run Road Survey & Road Design**
Morehead, Kentucky
- **Linden Street Revitalization Survey**
Richmond, Kentucky
- **Zilpo Access Road Design**
Salt Lick, Kentucky
- **Bullock Pen Improvements Phase 12**
Crittenden, Kentucky
- **Sub District H, Phase 5**
Campbell County, Kentucky
- **Eastern Kentucky University Science Building Survey**
Richmond, Kentucky
- **Eastern Kentucky University Business/Technology Building Phase II Survey**
Richmond, Kentucky

Buddy Smyth, LS
Civil Technician & Land Surveyor

EDUCATION

Lafayette Voc. and Technical School
Lexington, Kentucky; 1965

REGISTRATIONS

Licensed Land Surveyor, KY PLS
#2374

PROFESSIONAL EXPERIENCE

Mr. Smyth is with the surveying division of CMW and has over 40 years experience in land surveying and as an engineer technician. Prior to working with CMW, Mr. Smyth worked for the US Forest Service as a civil tech and land surveyor.

He maintains experience using Excel, Auto CADD, Auto CADD Map, Eagle Point Engineering Software and Land Development Desktop. He has performed topographic work both in the field and in the office, as well as run levels, surveyed and designed sewer lines, water lines, water tanks, and surveyed sewage and water treatment plants.



1022 Fontaine Rd
Lexington, KY 40502

Tel (859) 559 3443
eMail abbie@abbie-jones.com

Abbie Jones, PE, PLS

Ms. Abbie Jones is the founder and owner of Abbie Jones Consulting in Lexington, a newly-formed woman-owned engineering and land survey consulting firm with KYTC and Lexington "Disadvantaged Business Enterprise" (DBE) certification. Ms. Jones was recently named the KSPE Bluegrass Chapter Nominee for Kentucky Young Engineer of the Year, 2011.

Ms. Jones has worked in the engineering and survey industry for over twelve years, working in both the public and private sectors. Her years as the City Engineer for two communities utilized her broad background in survey, project conception, design, and implementation abilities. She developed a reputation of getting projects done on time and within budget, with the help of her talented and hard working staff.

Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. The couple spent two years in Texas for his fellowship before settling in Kentucky where he is now a Biology Professor at UK. Ms. Jones has previously worked as a consultant as well as a City Engineer for two cities: Hurst, TX and Milton, GA. Most recently, Ms. Jones worked with Nesbitt Engineering in Lexington, KY where she was involved in eastern Kentucky area sewer, stormwater, transportation and water projects. Abbie is pleased to call Lexington, KY her permanent home. She is active in church choirs and Junior League charity work.

EDUCATION

- ▶ Tennessee Technological University, Bachelor of Civil Engineering, 2000

REGISTRATIONS OR CERTIFICATIONS

- ▶ Professional Engineer (PE) in KY, GA, TN, NCEES Record, (formerly TX)
- ▶ Professional Land Surveyor (PLS) in KY, GA, NCEES Record
- ▶ Certified Floodplain Manager (CFM)
- ▶ Erosion Professional (KPESC-RI)

AFFILIATIONS

- ▶ National Society of Professional Engineers
- ▶ Association of State Flood Plain Managers
- ▶ Kentucky Association of Mitigation Managers
- ▶ Kentucky Section of Institute of Traffic Engineers

PUBLICATIONS & AWARDS

- ▶ Named Kentucky Young Engineer of the Year Bluegrass KSPE Chapter Nominee, 2011.
- ▶ Named Georgia Young Engineer of the Year 2005
- ▶ KY ASCE 2011 Infrastructure Report Card, section author for Transit
- ▶ Multiple Flooding and Construction Articles, Where We Live, (Hurst) 2008-2009 (cir. 12,000)
- ▶ Editorial Board, Georgia Engineer, 2005-2007 (cir. 8,000)
- ▶ Civil Engineering Body of Knowledge for the 21st century, January 2004, America Society of Civil Engineers, (co-author)
- ▶ ACEC Future Leaders graduate, 2004

SERVICE & COMMITTEES

- ▶ Junior League of Lexington, 2010-Present
- ▶ Tennessee Tech Civil Engineering Alumni Advisory Board Member, 2005-Present
- ▶ Integrated Stormwater Management Manual Regional Update Committee, 2008-2009
- ▶ Surface Transportation Technical Committee for North Central Texas Council of Governments, 2008-2009
- ▶ Georgia Engineering Foundation Life Member, 2007 (Officer 2004-2007)

PREVIOUS EMPLOYMENT

- ▶ 2009-2010 Nesbitt Engineering –Engineer and Surveyor
- ▶ 2008-2009 City of Hurst, TX – City Engineer and Floodplain Administrator.
- ▶ 2002-2008 Lowe Engineers, Atlanta, GA Engineer and Surveyor
- ▶ 2000-2002 Pond & Company, Atlanta, GA

4. List of Clients for Which Similar Work has Been Performed

City of Booneville

Honorable Charles Long, Mayor
Ronnie Calloway, Jr., City Clerk
(606) 593-6800
rcallahan@
owsleycountykentucky.org
Hwy 28 Utility Relocation
Hwy 30 Utility Relocation
Booneville I / I Reduction Project
Sanitary Sewer Extension

Kirksville Water Association

Billy May, President
Bobby Powell, Manager
(859) 624-1735
krkwtrassc@bellsouth.net
Pump Station and Water Line
Replacement

**Madison County Utilities
District**

Jim Carr, Chairman
John Clark, Manager
(859) 624-1735
jclark@madisoncountyutilities.
com
Pump Station and Water Line
Replacements

Madison County School Board

Glenn Marshall (deceased)
Marvin Welch (replacement)
(859) 624-4500
marvin.welch@madison.kyscho
ols.us
New Elementary School Sewers

**Grant County Sanitary Sewer
District**

Bobby Burgess, Chairman
Billy Catlett, Superintendent
(859) 428-2112
billybullockpen@fuse.net
Grant County Sewer Ext – Phase I
Leehi Pump Station Elimination
Eagle Creek Force Main
Vincent Pump Station Elimination

City of Richmond

Jimmy Howard, City Manager
(859) 623-1000
ridc@richmond.ky.us
Storm Sewer Replacement

Carroll County Water District #1

Obe Cox, Manager
(502) 347-9500
ocox-ccwd@bellsouth.net
Water Line Extension

Saint Joseph Hospital

Michael Lavens, Director
(859) 313-1000
lavemi@sjhlex.org
Sanitary Sewer Replacement

Relevant Experience

Highway 28 Utility Relocation – Booneville, Kentucky

Design / Inspection, 2006

Relocation of 3400 feet of water and 2700 feet of sewer line due to the reconstruction of Highway 28.

Project Construction Cost: Unknown, Bid by Transportation Cabinet in roadway bid

Number of Change Orders and Total Amount: Unknown

Highway 30 Utility Relocation – Booneville, Kentucky

Design / Inspection, 2002

Relocation of 1500 feet of water line and 1200 feet of sanitary sewer lines due to construction of new bridge over South Fork of Kentucky River.

Project Construction Cost: Unknown – Bid by Transportation Cabinet in roadway bid

Number of Change Orders and Total Amount: Unknown

Booneville I/I Reduction Project – Booneville, Kentucky

SSES Study / Design / Bid / CA / Inspection, 2010

Smoke test and flow test of existing sewer system with a SSES Study. Replacement of existing sewer lines to eliminate I/I

Project Construction Cost: \$182,517.00

Number of Change Orders: 4

Total Change Order Amount: (-\$16,928.00)

Vincent Pump Station Elimination – Grant County Sanitary Sewer District,

Design / Easement Preparation / Staking, 2009

Construction of 160 feet of gravity sewer to eliminate Vincent #1 Pump Station

Construction was done by District Personnel and there was no bidding or change orders.

Leehi Pump Station Elimination – Grant County Sanitary Sewer District

Design / Easements / Staking, 2008

Construction of 283 feet of gravity sewer and one manhole to eliminate Leehi Pump Station. Construction will be done by District Personnel and should be started within the next month.

Eagle Creek Force Main Relocation – Grant County Sanitary Sewer District

Design / Easements / Staking, 2009

Relocation of 920 feet of force main to new manholes flowing directly to wastewater treatment plant which reduced friction loss and increase pump capacity.

Construction was done by District Personnel and there was no bidding or change orders.

Saint Joseph Hospital Medical Office Park – Lexington, Kentucky

Design / Bid / CA / Inspection, 1991

Relocation of 1400 feet of 15 inch sanitary sewer main in order for new office building to be constructed.

Project Construction Cost: \$81,200

Number of Change Orders and Total Change Order Amounts: 0

Relevant Experience

Highway 52 Utility Relocation – Beattyville, Kentucky

Design / Easements / Inspection, 2006

Relocation of 2764 feet of water lines and 1737 feet of sanitary sewer lines for the construction of the Beattyville bypass.

Project Construction Cost: Project bid by Transportation Cabinet in Road Project – estimate at \$397,218

Number of Change Orders: Unknown

Total Change Order Amount: Unknown

Grant County Sewer Extension – Phase 1 – Grant County Sanitary Sewer District

Design / Staking / Easements / Bid / CA / Inspection, 2010

Extension of sewer lines, pump stations and force main to serve a trailer park, one recreational park and 70 new customers

Project Construction Cost: \$1,497,420.58

Number of Change Orders: 6

Total Change Order Amount: \$147,911.58

\$123,707 of change orders were added to contract for underground electric including a road bore under I-75.

New Elementary School Sewer – Richmond, Kentucky

Design / Easements / Bid / CA / Inspection, 2006

Designed pump station and force main for connection of a new elementary school and future middle school to City of Richmond sewers.

Project Construction Cost: \$275,970

Number of Change Orders: 2

Total Change Order Amount: \$21,370.00

Sanitary Sewer Extension – Booneville, Kentucky

Design / Easements / Bid / CA / Inspection, 2004

Over 20 miles of sanitary sewer force main and 4 pump stations to serve various areas in Owsley County, Kentucky

Project Construction Cost: \$3,975,116.08

Number of Change Orders: 13

Total Change Order Amounts: \$492,277.58 (due to low bids, additional sewer extensions were added to the project.)

Wal-Mart #3894 – Sir Barton Way – Lexington, Kentucky

Design / Inspection, 2005

Designed sanitary sewer and storm sewer for Development

Project Construction Cost: Unknown (Wal-Mart bid project)

Number of Change Orders and Total Amounts: 0

CMW has grown in size and capability over the last 50 years, providing full-service comprehensive design, planning and specialty consulting services. The experience is extensive and varied and includes many clients and project types. Our clients include city, county, state and federal government agencies; local municipalities; water and sewer districts; industrial, commercial and private developers; college and universities; hospitals; and individuals in the private sector.

Our civil engineering and surveying division provides quality civil engineering and land surveying services throughout Kentucky and the surrounding area. CMW's civil engineering division also works as project engineer for utilities on various projects. Usually the scope of service includes, planning, project profiles, preliminary engineering report, feasibility analysis, funding applications or assisting grants men in preparation of funding applications, represent utilities at various meetings, project design and plans, prepare and obtain easements, prepare encroachment permits, submit plans to Division of Water, bid projects, review bids, award contracts, preconstruction conference, contract administration and resident inspector. At all times CMW will represent the utilities at all meetings.

CMW has built its staff to full-service proportions, with most of our key people having 15 years or more experience. In order to provide our clients a "unified and coordinated" design early on, we expanded our civil engineering staff to include; surveyors, landscape architects; mechanical and electrical engineers; architects; construction personnel as well as interior designers, assuring availability of professional skills in whatever discipline may be needed. Since the entire project team is drawn from CMW's in-house technical staff, all members are comfortable working and communicating with each other.

CMW's in-house civil engineering design services include:

- Water Supply & Distribution
- Civil Engineering
- Funding Assistance
- Sewage Collection / Treatment Systems
- Subdivision Design
- Planning
- Land Surveying
- Site Development
- Construction Field Control
- Funding Analysis
- Construction Observation
- Zone Change Assistance

Our diverse project experience has exposed us to a wide variety of engineering and surveying applications. CMW will provide cost effective and innovative design solutions for your project *within your budget*. We attribute our success to our ability to meet clients' goals and expectations.

All work on these projects will be done in Lexington, either at the office of CMW or the office of Abbie Jones Consulting.

Disadvantaged Business Enterprise

CMW has made the commitment in meeting the goals of LFUCG's DBE program. Abbie Jones Consulting will be performing a minimum of 10% of the work on all of these projects.



Corporate History and Capacity

Abbie Jones Consulting began in May 2011 with a vision to provide surveying, engineering, and training. Our clear understanding of the end user drives our data collection methods and deliverables. We understand what engineers, GIS managers, and government officials need. Because we know what data needs to be collected, we rarely need to go back to pick up additional data. Our clear understanding how survey information will be used, provides our teammates and clients with on-time, within-budget solutions. As a DBE firm, we expect to work hard helping our teammates.

Abbie Jones Consulting knows Land Surveying and the Lexington Fayette Urban County area. Ms. Jones is co-author and project manager for the surveying training courses under development for each KYTC district office. Our staff has extensive experience in Fayette County including two recent LFUCG surveys. Currently, we have 2 licensed surveyors, 1 who is also an engineer, a senior party chief, an Engineer-In-Training, and a rod person. We use VRS RTK technology connected to the KYCORS network when appropriate for quick yet accurate field work. Traditional methods for topography, leveling, staking, and other survey tasks are also part of our capabilities. Our crews are familiar with hydrographic surveying using a variety of techniques with traditional waders, kayaks, and shallow draft boats. We are very familiar with easements, property descriptions, boundary surveys, and ALTA/ACSM surveys. Our staff works in both AutoCAD and Microstation platforms to meet the various needs of our agency clients.

Abbie Jones Consulting provides sustainable professional engineering. Our staff have worked in multiple states and we leverage the ideas and thorough knowledge of regulations to benefit our local clients. We have one professional engineer, an Engineer-In Training, and a draftsman (who is also a crew chief). We hold certifications in erosion control (KPESC-RI) and floodplain management (CFM). Our staff have authored sustainable texts: ordinances, municipal design policies, and committee-written design manuals. Our positive outcomes with local authorities are a result of our staff's civil service experience and "we're here to help YOU" perspective.

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

Job Classification	Hourly Rate
Principal	\$179.20
Project Manager	\$179.20
Project Engineer (PE) (civil)	\$ 96.90
Project Engineer (EIT)	None
Engineering Technician / CAD Technician	\$ 76.80
Survey Crew (2 Man)	\$110.00
Clerical	\$ 72.00

Mechanical Engineer (PE)	\$143.36
Electrical Engineer (PE)	\$116.80
Licensed Land Surveyor (PLS)	\$ 85.00

Sub - Consultant - Abbie Jones Consulting

Project Engineer (PE)	\$ 75.00
Engineering Technician/CAD Technician	\$ 35.00
Survey Crew (2 Man)	\$112.00
Licensed Land Surveyor	\$ 75.00

AFFIDAVIT

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

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

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

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

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

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

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

continued on next page

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

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Kerry Odle on this the 12th
day of November , 2012.

My Commission expires: March 5, 2014



NOTARY PUBLIC, STATE AT LARGE

AFFIRMATIVE ACTION PLAN

November 2012

CMW, Inc.
400 East Vine Street, Suite 400
Lexington, Kentucky 40507

PART A - INTRODUCTION

I. Firm Organization:

A. Firm Description:

The firm is a corporation with seven owners (Principals) composing the Board of Directors. The office is located in Lexington, Kentucky. According to the Articles of Incorporation, directors must be registered architects or engineers. Directly below the Board of Directors (Principals) are the Associates (mid-management supervisors), Professionals (registered architects and engineers, para-professionals (graduate architects and engineers, not registered). Technical Staff (draftspeople, surveyors and field inspectors), and the Administrative Staff (administrative assistants, receptionist, marketing staff and bookkeeper).

B. Organizational Chart

Principals: Firm Management and Administration, Goals, Objectives, Policies, Marketing, Quality Control, and Growth.

Associates: Jointly with Principals evaluate and implement goals, objectives and policies relative to Production, Marketing, Personnel Administration, Special Activities, and Staff Training.

Staff: Quality Control Execution, Production, Field Administration, Training.

II. Organization for Carrying Out EEO Program:

A. Organization for EEO:

1. The Principals are primarily responsible for the implementation of the EEO Program through the Managing Director and Director of Administration (both of whom are Principals).
2. Complaints both with regard to discrimination and working conditions are transmitted in written form to the Director of Administration who consults with the Managing Director to take the corrective action necessary.
3. Complaints and corrective actions are received at the weekly meetings of the Principals for further action deemed advisable.
4. Yearly reviews are conducted privately by the Principals with all employees. Grievances, requests for pay increases, working conditions, work performance, and general comments are discussed.

5. Following the yearly reviews, problems, recommendations and general comments pertinent to all employees are reviewed and discussed with the entire staff in a general staff meeting, thus promoting a good sense of firm unity.
6. Training in the profession is accomplished simultaneously with work performance. Employees are given opportunities to be exposed to and deal with all aspects of the workings of the firm.

PART B - REPORT OF ACCOMPLISHMENTS

1. Increase in Employees:
 - A. All of the available sources for recruiting employees as listed in Part C, Item II of the Plan are utilized when hiring.
2. CMW has been involved in the Mayor's Training Program for Minority Students which is a program to encourage high school students who show an interest in either architecture or engineering to go into these fields since these fields have a low percentage of minorities in them at the present time. We sponsor individual students who work so many hours a week in a mentoring program in our firm so they can see first-hand what an architect or engineer does in their job performance.

PART C - REPORT OF FIRM ASSESSMENT OF EEO SITUATION
(Utilization Evaluation)

1. Summary of Present EEO Situation:
 - A. Total Full Time Employees:

	Total Female	Total Male	Firm Total
Number	8	15	23
% of Total	35%	65%	100%

- B. Total Part Time Employees

	Total Female	Total Male	Firm Total
Number	0	2	2
% of Total		100%	100%

C. Present Male Staff Ethnic Background:

Ethnic Categories	White	Black	Other
Professionals	11	0	0
Para-Professionals	4	0	0
Technicians	1	0	0
Administrative	1	0	0

D. Present Female Staff Ethnic Background:

Ethnic Categories	White	Black	Other
Professionals	0	0	0
Para-Professionals	2	0	0
Technicians	1	0	0
Administrative	4	1	0

Categories Definitions:

PROFESSIONALS: Registered Architects, Engineers, and Interior Designers.

PARA-PROFESSIONALS: Graduate Architects, Engineers and Interior Designers, not registered.

TECHNICIANS: Draftspeople, CAD Draftspeople, Field Inspectors, Surveyors.

ADMINISTRATIVE: Administrative Assistants, Personnel, Marketing, Contract Administration, Business Manager, Bookkeeper, Receptionist, Office Assistant.

E. Percent of Male and Female Minorities: .04%

F. Turn-Over Rate of Each Position (employees per year)

Professional.....	3
Para-Professional.....	1
Technicians.....	1
Administrative.....	0

III. Availability and Sources for Recruiting Employees:

- A. Newspaper Advertisements
- B. Employment Agencies
- C. Canvassing
- D. Internet
- E. Recruiting Firms

IV. Numbers and Kinds of Positions Expected to be Filled in 2012:

- A. Professionals: Architects (1) and Engineers (2)
- B. Para-Professionals: CAD Draftspeople (1), Graduate Architects (1)
- C. Technicians: Field Inspectors (1)
- D. Administrative: 0
- E. All of the above sources will be utilized to obtain employees. All job applicants will be interviewed without discrimination, and persons most qualified to fill the positions will be hired. Emphasis will be placed on those applicants from minority groups.

V. Complaints of Discrimination:

- A. Reference Part A, Item II, Section A of this Plan for organization of handling complaints.

PART D - SPECIFIC ACTIONS FOR 2012:

1. Reference Part A, Item II, Section A for firm organization for the effective administration of the EEO Program, including processing of discrimination complaints and EEO Counseling.
2. Resources for conducting the program in a positive manner will be continual re-evaluation of the program and improvements on the program by the Principals responsible for the EEO Program.
3. As always in the past, employee skills will continue to be used to the fullest, with emphasis on continually training and increasing skills through on the job training, outside seminars, continuing education, and in-house training sessions.
4. Monetary increases and advances in responsibility will continue to provide incentive for good performance. The employee evaluation system will continually be refined to accurately reflect performance and provide a basis for advancement.
5. Program understanding and support through inter-office communications between the Principals and the Staff, continues to be stressed.

6. Emphasis will be placed on minority applications should the need for additional or replacement employees arise.
7. As in the past, all employees will be notified in writing that CMW, Inc. is an "Equal Opportunity Employer" and that CMW, Inc., when seeking applicants for vacancies, will hire qualified persons regardless of race, color, religion, sex, or national origin. Supervisory personnel have been contacted individually to assure that they understand the Equal Opportunity Policy of CMW, Inc.
8. CMW, Inc. does not have, nor will it have or permit, facilities in any workplace under its control to be segregated on a basis of race, color, religion, or national origin for any reason. This policy has been communicated to all employees of CMW, Inc. and shall be strictly enforced.
9. Application Form to be used in employment shall be the same as Exhibit "A" hereto.
10. Solicitation or advertisement for employment shall be substantially in the form of advertisement attached hereto as Exhibit "B".
11. This Affirmative Action Plan with current updates shall be distributed to all offices of CMW, Inc. for review by all personnel and is to be posted on the Bulletin Board in each office along with the EEO Federal and State Requirement posters.
12. All CMW, Inc. contracts shall contain the phrase prominently displayed in the contract that CMW, Inc. is an "Equal Opportunity Employer".

AFFIRMATIVE ACTION PLAN

November 2012

In keeping with the Affirmative Action Policy of CMW, Inc., all personnel when placing advertising for applications for employment with CMW, Inc. will direct that the advertisement shall contain and be prominently displayed, the following language:

"AN EQUAL OPPORTUNITY EMPLOYER"

All personnel will also notify all agencies with which CMW contracts for prospective new employees to make it specifically known to those agencies that CMW is an Equal Opportunity Employer.



Jack Ballard
President

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

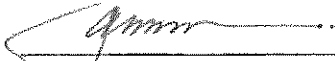
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature



Name of Business

November 2012


NOTICE TO ALL EMPLOYEES:

As you know, CMW, Inc. is an Equal Opportunity Employer.

It is and has always been the intention of CMW, Inc. and its management to give all applicants for employment utmost consideration when applying for a job with CMW. All new applications will all be considered equally for employment by CMW regardless of race, color, religion, sex, or national origin.

In addition, CMW will, in the future as it has in the past, consider each present employee without regard to race, color, religion, sex, or national origin when transferring, upgrading, or promoting employees.

This notice is a reaffirmation of the long existing policy of CMW and is for the purpose of re-emphasizing and refreshing the memories of our employees.



Jack Ballard, President

WORKFORCE ANALYSIS FORM

Name of Organization: GMW, Inc. Date: 11/01/12

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals	11	11	0	0	0	0	0	11	0
Superintendents									
Supervisors									
Foremen									
Technicians	2	1	1	0	0	0	0	1	1
Protective Service									
Para-Professionals	6	4	2	0	0	0	0	4	2
Office/Clerical	6	1	4	0	1	0	0	1	5
Skilled Craft									
Service/Maintenance									
Total:	25	17	7	0	1	0	0	17	8

Prepared by: Jeanette Doller, HR Coordinator
Name & Title



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


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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Abbie Jones Consulting 1022 Fontaine Rd Lexington, Kentucky 40502 859/559-3443 abbie@abbie-jones.com	Surveying and Civil Engineering Design	Dependant on details of particular project minimum 10%	unknown
2.			
3.			
4.			

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

CMW Inc.

Company



Company Representative

November 12, 2012

Date

Vice President

Title



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

June 30, 2011

Abbie Jones, Owner
ABBIE JONES
1022 Fontaine Road
Lexington, KY 40502

Dear Ms. Jones:

The Kentucky Transportation Cabinet, DBE Certification Committee, has determined that **ABBIE JONES** meets the eligibility standards of a woman-owned **Disadvantaged Business Enterprise (DBE)** established pursuant to 49 CFR Part 26. As a result, **ABBIE JONES is certified to perform the following items of work: professional engineer and land surveyor.** Therefore, your company's certification has been accepted to participate in the Cabinet's Disadvantaged Business Enterprise (DBE) Program.

Absent a finding of regulatory non-compliance, a change in ownership and/or control or a successful third party challenge, **this certification will be up for renewal on June 30, 2014.** You are required to notify this office in writing of any changes made in the ownership and control of this firm within seven (7) days of occurrence. You will be required to submit an affidavit annually to determine whether your firm continues to meet the standards of 49 CFR Part 26.

Additionally, firms desiring to perform highway construction and preconstruction work with the Cabinet must attend at least one (1) management development course sponsored by the Cabinet's Entrepreneurial Development Institute prior to its third year of certification and participate in a Cabinet sponsored orientation program. Participation in these training activities is essential to developing a clear understanding of the plans and specifications, rules, regulations and operational procedures governing highway construction work. Adequate notification of the management development course and orientation will be provided at a future date.

Sincerely,

Melvin Bynes
DBE Liaison Officer
Small Business Development Branch

MB/MRT

Enclosure



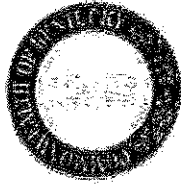
An Equal Opportunity Employer M/F/D

Mike W. Hancock, P.E.
Secretary

Kentucky Transportation Cabinet

Steven L. Beshear
Governor

COMMONWEALTH OF KENTUCKY



Transportation Cabinet

certifies that

ABBIE JONES

1022 Fontaine Road, Lexington, KY 40502

*has met all eligibility requirements
to participate in the
Disadvantaged Business Enterprise Program*

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

June 30, 2014

Renewal Date

A handwritten signature in black ink, appearing to be "D. Jones", written over a horizontal line.

DBE Liaison Officer

Kentucky
UNBRIDLED SPIRIT™

Firm Submitting Proposal: CMW Inc.

Complete Address: 400 E Vine Street – Suite 400 -
Lexington, Kentucky 40507

Contact Name: Kerry Odle Title: Civil Engineer/Owner

Telephone Number: 859/254-6623 Fax Number: 859/259-
1877

Email Address: kodle@cmwaec.com

GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

Signature

Date

Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters	Lexington, Kentucky	1962	25	8
Local Office	Lexington, Kentucky	1962	25	8
PM Location	Lexington, Kentucky			
Subconsultants Name:	Abbie Jones Consulting	2011	5	5
Service Provided	Civil Engineering/Surveying			
Headquarters	Lexington, Kentucky	2011	5	5
Local Office	Lexington, Kentucky	2011	5	5
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2012

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

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

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville KY 40223	CONTACT NAME PHONE (A/C No, Ext): 502-244-1343	FAX (A/C No): 502-244-1411
	E-MAIL ADDRESS:	
INSURED CMW, Inc. 400 E. Vine St, Ste 400 Lexington, KY 40507	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
	INSURER B: Kentucky Employers' Mutual Insurance	
	INSURER C: XL Specialty Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

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

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

INSR LTR	TYPE OF INSURANCE	ADDL ISUR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		EBP0059066	01/01/2011	01/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EPP0054224	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0		EBP0059066	01/01/2011	01/01/2014	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	309863	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPR9695303	01/01/2012	01/01/2013	Each Claim 1,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER

For Informational Purposes Only
 For Informational Purposes Only
 For Informational Purposes Only
 For Informational Purposes Only
 For Informational Purposes Only

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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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: **33-2012**

Date: November 6, 2012

Subject: **RFO for Professional Engineering Services**

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

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



Todd Slatin, Acting Director
Division of Central Purchasing

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

COMPANY: CMW Inc
 ADDRESS: 400 E. Vine Street, Suite 400, Lexington, Ky 40507
 SIGNATURE OF PROPOSER: [Handwritten Signature]

EXHIBIT D

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

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

CONSULTANT

OWNER

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

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

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

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

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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