

**ENGINEERING SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of July 8, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and L.E. Gregg Associates (name & address) 446 E. High St. Suite 140, Lexington KY, 40509 (**CONSULTANT**). **OWNER** intends to proceed with the assigned tasks as described in the attached Exhibit A, "Request for Qualifications for Professional Engineering Services, Contract 7, RFP #13-2014." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

**SECTION 1 - BASIC SERVICES OF CONSULTANT**

**1.1. General**

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

**1.2. Project Phase**

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Request for Proposals/Scope of Engineering Services and Related Matters, Contract 7, RFP# 13-2014" (including Addenda 1-3), and attached Exhibit B the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP# 13-2014), and amendments to the **CONSULTANT'S** proposal included in

**attached Exhibit C "Further Description of Basic Engineering Services and Related Matters."**

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall submit three (3) copies (hard copies) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall deliver five (5) copies (hard copies). One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hard copies) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

**SECTION 2 - EXTRA WORK BY CONSULTANT**

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

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

#### **OWNER shall:**

- 3.1.** Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2.** Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3.** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4.** Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5.** Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6.** Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

### **SECTION 4 - PERIOD OF SERVICES**

- 4.1.** Time is of the essence in the performance of this Agreement. See attached Exhibit C "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2.** The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3.** If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
  - 4.3.1.** If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
  - 4.3.2.** If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Project Assignment shall be revised to reflect the extension.

Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

**4.3.3.** If the above type of delay would prevent complete performance of the **PROJECT/Final Project Assignment** within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT/Final Project Assignment** or otherwise adjusting the scope of the services or work and any related fees.

**4.3.4.** If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

**4.4.** If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT/Final Project Assignment** within forty-five (45) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT/Final Project Assignment** or otherwise adjusting the scope of the services or work and any related fees.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1. Methods of Payment for Services of CONSULTANT**

#### **5.1.1. For Basic Services**

**OWNER** shall issue individual Project Assignments for each work assignment performed under this agreement by **CONSULTANT** or its sub-consultant(s). Each Project Assignment shall contain scope of work, fee and schedule for performance of the work. Individual Project Assignments shall be of the form included in Exhibit C.

5.1.1.a Fee payable to **CONSULTANT** under individual Project Assignments shall be developed using hourly rates included in Exhibit C or as amended in accordance with provisions herein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each Project Assignment. For assignments with defined scope, lump sum assignments shall be issued. Otherwise Project Assignments shall include time and materials payment terms.

5.1.1.c Each Project Assignment issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section

8.1.1 shall be the only person authorized to provide such approval.

**5.2. Times of Payment**

**5.2.1. CONSULTANT** shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

**5.3. Other Provisions Concerning Payments**

**5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

**6.1.1. CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

**6.1.2.** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

## **6.2. Ownership and Reuse of Documents**

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

## **6.3. Legal Responsibilities and Legal Relations**

- 6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2.** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by Kentucky law, and that venue of any legal action shall only be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

## **6.4. Successors and Assigns**

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be

construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

#### **6.5. Disputes**

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Planning, Preservation & Development, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

#### **6.6. Accuracy of CONSULTANT'S Work**

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

#### **6.7. Security Clause**

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

#### **6.8. Access to Records**

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

Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering agreements.

## **6.9. Risk Management Provisions, Insurance and Indemnification**

### **6.9.1. Definitions**

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

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

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors or subconsultants of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

### **6.9.2. Indemnification and Hold Harmless Provision**

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.



- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

### **6.9.3. Financial Responsibility**

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

### **6.9.4. Insurance Requirements**

#### **6.9.4.1. Required Insurance Coverage**

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

**Coverage**

**Limits**

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms. A copy of the certificates shall be submitted to **OWNER** and attached as Exhibit "D" to this Agreement.
- b. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- c. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by **OWNER**.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

- f. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- h. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### **6.9.4.2. Renewals**

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### **6.9.4.3. Right to Review, Audit and Inspect**

**CONSULTANT** understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

### **6.9.5 Safety and Loss Control**

**CONSULTANT** understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel, **CONSULTANT** shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

#### **6.9.6 Definition of Default**

**CONSULTANT** understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

### **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

- 8.1. This Agreement is subject to the following provisions.
- 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned A. Bradley Frazier, P.E., Director of the Division of Engineering (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this

Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

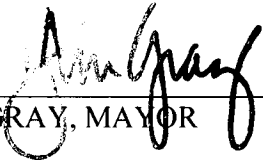
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

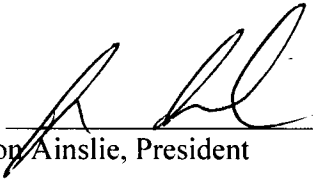
OWNER:

CONSULTANT:

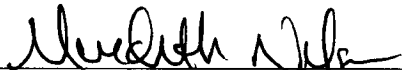
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

L.E. Gregg Associates, Inc.


BY:   
JIM GRAY, MAYOR

BY:   
Jason Ainslie, President

ATTEST:

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

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Jason Ainslie, as the duly authorized representative for and on behalf of L.E. Gregg Associates, Inc., on this the 24<sup>th</sup> day of July, 2014.  
My commission expires: 1/9/16.

  
NOTARY PUBLIC ID 45-7846



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #13-2014 Request for Qualifications for Professional Engineering Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 21, 2014**.

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

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

**RFP #13-2014 Request for Qualifications for Professional Engineering Services**

If mailed, the envelope must be addressed to:

Theresa Maynard – Buyer Senior  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

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

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

**PRE-PROPOSAL MEETING AND QUESTIONS:** A non-mandatory **pre-proposal meeting** to be held on **Monday, March 10th at 10:00 AM** local time at the Phoenix Building, 101 E Vine Street, 4<sup>th</sup> Floor, Engineering Conference Room, Lexington, Kentucky 40507. Until this date, questions about the project may be submitted to the LFUCG Economic Engine website. **Deadline for questions after the Pre-proposal meeting shall be Tuesday, February 12<sup>th</sup>, 2014 at 2:00 PM local time.** Following the pre-proposal meeting, all questions from the meeting, as well as those received via the website, will be answered and posted on Economic Engine. NO questions will be entertained or responded to verbally.

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

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

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

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

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

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

### **Laws and Regulations**

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



## **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and

orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### **LFUCG Non-Appropriation Clause**

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

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

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

### **Contention Process**

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

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

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

## SELECTION CRITERIA:

- 1. Overall Expertise of the Firm.** (15 points total)  
Include at least 3 similar projects
- 2. Overall Expertise of the Team members.** (25 points total)  
Include at least 2 similar projects in the last 5 years
- 3. Past Performance in the service category.** (25 points total)  
Based on work for LFUCG and/or referenced clients.
- 4. Project Manager Qualifications.** (15 points total)  
Include at least 3 similar projects in the last 5 years
- 5. Office status and location of employees.** (20 points total)  
5.0 points - Prime has Fayette Co. HQ:  
4.5 points - Prime has "local" HQ:  
4.0 points - Prime has non-local Kentucky HQ:  
3.5 points - Prime has non-local KY office:  
1.0 to 3.0 points - Prime has no Kentucky office (consider distance):

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

### Questions regarding this RFP shall be addressed to:

Theresa Maynard, Buyer Senior  
Division of Central Purchasing  
[theresam@lexingtonky.gov](mailto:theresam@lexingtonky.gov)

or submitted to the website at <https://lfucg.economicengine.com>

**The Deadline for Questions is Thursday, March 12<sup>th</sup>, 2014 at 2:00 pm local time.**

## Affirmative Action Plan

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

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

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

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

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

## AFFIDAVIT

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business



**WORKFORCE ANALYSIS FORM**

---

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>											

Prepared by: \_\_\_\_\_  
**Name & Title**

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)



**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- j. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce.

- k. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged



We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rvaldon@gcul.org">rvaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozydeky@yahoo.com">lavozydeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1.			
2.			
3.			
4.			

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

\_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible

units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

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

\_\_\_\_\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## GENERAL PROVISIONS

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

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

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



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

A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

**RFP #13-2014 Request for Qualifications for Professional Engineering Services**

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**A. 1.0 DEFINITIONS.**

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

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

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

**2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

**3.0 FINANCIAL RESPONSIBILITY**

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

#### 4.0 **INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

##### 4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.

- e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- h. The General Liability Policy shall include an Environmental Casualty endorsement unless it is deemed not to apply by OWNER.
- i. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

#### 4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

#### 4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

### **5.0 SAFETY AND LOSS CONTROL**

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records

and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

## **6.0 DEFINITION OF DEFAULT**

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

00302720



# Request for Qualifications (RFQ) for Professional Engineering Services

## 1. Background

Lexington-Fayette Urban County Government (LFUCG) is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for professional engineering services, including design, bidding assistance and construction administration for infrastructure improvements. This RFQ shall serve as the initial step in solicitations for specific projects. Pre-qualifications of firms will be followed by solicitations of design fee bids for specific projects from select firms. Approval of consultants' Pre-qualifications does not constitute a guarantee of being awarded projects at any point in the future; **there will be no guarantee of work for any firm or firms**. Selected consultants will be pre-qualified in six (8) separate categories of projects under separate contracts, and the possible numbers of firms that will be prequalified in this process are listed for each category:

- Contract 1 - Roadway corridor and intersection design/planning – **maximum number of firms 6**
- Contract 2 - Right-Of-Way or easement acquisition – **maximum numbers of firms 4**
- Contract 3 - Construction drawings review for DOE manual compliance – **maximum number of firms 4**
- Contract 4 - Structures or bridge design – **maximum number of firms 6**
- Contract 5 - Pedestrian, bike, or multimodal trail design/planning – **maximum number of firms 6**
- Contract 6 - Traffic signal design – **maximum number of firms 4**
- Contract 7 - Geotechnical testing, analysis and design (subgrade improvements, foundations, pavement design or rehabilitation, etc.) – **maximum number of firms 4**
- Contract 8- Construction inspection – **maximum number of firms 4**

Consultants may request prequalification in any or all of the listed project types. Engineering services for other projects not detailed above shall be solicited in a separate procurement.

The Urban County Government reserves the right to re-solicit qualifications after each prequalified firm has had the opportunity to submit fees for at least one project. However, if a firm that submitted Pre-qualifications in response to this solicitation experiences a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must communicate the change in qualifications to LFUCG in written addenda.

## **2. Contract Type and Contracting Process**

Each prequalified firm shall be awarded with an indefinite service delivery contract. Projects assigned to prequalified consultants shall be completed on a negotiated fee basis, authorized in an approved Project Assignment. Only the approval of a project-specific Project Assignment shall constitute a notice to proceed on specific projects.

The intent of this procurement process is to assign projects to contracted firms on a rotational basis. LFUCG will rank proposers and select all qualified consultants in each project category for design work for a 365 day period beginning from contract execution date. LFUCG will have the option to renew the indefinite delivery contracts on an annual basis, at its sole discretion. LFUCG will also reserve the option to add additional qualified firms using another, identical RFQ process.

The firms will be initially ranked by their point totals based on the evaluation criteria. After the selection ranking, the firm with the highest total dollar value of Division of Engineering (DOE) contracts over the last 24 months (from the date of advertisement of this RFQ) will be placed at the bottom of the list for new project work. The process will continue until all firms with recent DOE work have been ranked from highest value of DOE contracts to the lowest value of DOE contracts over the last 24 months. The remaining firms that have not been awarded any DOE contracts over the last 24 months will then be ranked according to their point totals from the initial rankings with the highest scored team being the number one team on the list.

When LFUCG initiates a particular project, the three highest ranked firms in that particular category of project will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. The cost proposal shall use the hourly rates submitted and be based upon a man-hour projection. If more than one year has passed since the firm was prequalified, the cost proposal shall confirm in writing that the firm's qualifications have not changed. NOTE: firms will be allowed to adjust their hourly rates on the third anniversary date of their executed agreement for proposals to be submitted in the coming years (and every three years after that for long-duration contracts). The firm submitting the lowest and best cost proposal will be given a written Project Assignment, If DOE and the firm currently under consideration cannot reach a final agreement for professional services, the next lowest fee firm will be asked to negotiate. If the second negotiation does not produce a written authorization to proceed, DOE will then initiate negotiation with the third firm. If that negotiation fails, DOE will solicit cost proposals from the next three ranked firms. The cycle will continue until negotiations lead to a written authorization to proceed. All firms who provided written cost proposals, were selected for negotiations, but were not issued a written authorization to proceed will be placed at the bottom of the list. Firms that provide a written cost proposal but are not invited to negotiate shall not lose their place on the consideration list.

As each firm is issued a Project Assignment for a specific project, they will then be moved to the bottom of the list, giving the next three highest ranked firms the opportunity to provide bids for the next project. When LFUCG initiates a particular project, any of the current highest ranked firms may decline the project if it does not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that categories list. After declining a third project, the firm will then be moved to the bottom of the list.

LFUCG will assess the performance of the consultants at the conclusion of each project based on the quality of contract documents, the satisfactory completion of Project Assignments, and adherence to project budget and schedule. Written performance evaluations shall be kept on file with copies provided to the consultant. LFUCG, at its sole discretion, reserves the right to disqualify consultants from future Project Assignments based on performance.

### 3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, mechanical, structural, electrical, storm, and sanitary engineering services as related to the design, bidding, and construction administration of LFUCG projects. All work shall be conducted in accordance with the LFUCG DOE Manuals, to the best extent practical. Services during design may include:

- Review of DOE/LFUCG supplied or referenced information related to the project.
- Preparation of and adherence to a specific project schedule that ensures compliance with required project completion deadlines.
- Field Surveying will provide the latest photographic mapping and digital information that is available for the project assignment).
- Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DOE/LFUCG. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant.
- Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.
- Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Kentucky Department of Highways (KDOH), LFUCG, Federal Emergency Management Agency (FEMA), railroad, other).
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
- Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DOE/Division of Traffic Engineering (DOTE)/LFUCG standards. (NOTE: DOE/DOTE may provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.).
- Preparation of Engineer's pre-bid Opinion of Project Costs.
- Design meetings: kick-off, progress at 30% and 75% complete, final review.

Services during Bidding, including but not limited to the following, may or may not be included in an approved project assignment:

- Conduct pre-bid conference
- Respond to questions and issue addenda as necessary
- Bid review and evaluation and provide recommendation of award
- Enter quantities into Unit Price Contract spreadsheet and solicit the UPC contractors

Services during Construction, including but not limited to the following, may or may not be included in the Scope of Services for specific task orders:

- Contract administration
- Review and approval of shop drawings
- Responses to contractor requests for information (RFIs)
- Review and approval of pay requests and change order requests
- Preparation of Record Drawings/as-builts in hard copy and electronic formats, as directed by the DOE.
- Provide Global Positioning Systems (GPS) coordinates for all constructed features in accordance with LFUCG standards
- Final Inspection and preparation of punchlist
- Project start-up and preparation of operations and maintenance manuals (pump stations)
- Project Certification
- Meetings – consultant will be responsible for agenda and preparation of meeting summary
  - Preconstruction
  - Monthly progress meetings
  - Project closeout meeting
- Resident Observation – full-time, on-site, including preparation of record drawings
- Provide as-built drawings

#### 4. Submittals

**Each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) for each project category. Statements of Qualification shall be structured as follows:**

##### Section

1. Letter of Transmittal (**one page maximum**)
  - Clearly specify the project category(ies) for which Pre-qualifications are being requested.
2. Firm Qualifications (**two pages maximum**)
  - Provide an executive summary explaining why the firm should be selected to provide services for DOE projects, along with general information about the firm (and subconsultants) related to their history and general qualifications specific to the project category in which they believe they are qualified. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (**six pages maximum**)
  - Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical subconsultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as

required. The identified team members must have measurable experience and contributions associated with the projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products.

4. List of Clients for Which Similar Work has Been Performed (**one page maximum**)
  - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. List of Similar Projects Within the Desired Category (**two pages maximum**)
  - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion. .
6. Local Office (**one page maximum**)
  - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). “Local office” shall be defined as being located in counties served by the Bluegrass Area Development District (see *BGADD.org* for a complete list). The attached form (Attachment 1) shall be used for this information.
7. Disadvantaged Business Enterprise (DBE) Involvement (**one page maximum**)
  - Provide a statement regarding the commitment to meeting the goals of LFUCG’s DBE program (see below).

## 5. Disadvantaged Business Enterprise (DBE) Notice

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3323

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their Pre-qualifications submittal. However, they must state their commitment to meeting the goals of LFUCG’s DBE initiatives in each Task Order they are awarded.

## 6. Selection Criteria (Attachment 2)

Firms will be individually ranked for each category included in their proposals. The following criteria will be used by the evaluation committee to rank prospective firms:

Overall expertise of the firm in service category <sup>(1)</sup>	15 points
Overall expertise of the Team members in service category <sup>(1)</sup>	25 points
Past performance in the service category <sup>(2)</sup>	25 points
Project Manager Qualifications <sup>(3)</sup>	15 points
Office status and location of employees <sup>(4)</sup>	20 points
<b>TOTAL:</b>	<b>100 points</b>

### Notes:

1. Firms must have relevant experience in at least three similar projects to be rated as "acceptable". Individual Project Team members should demonstrate significant experience in at least two similar projects in the last five years to be rated as "acceptable".
2. Past performance on infrastructure projects completed under a government contract or government specifications.
3. Project Manager must have relevant experience with at least three projects in the last five years to receive maximum points.
4. Factors considered: Fayette County headquarters; Fayette County office established more than 12 months prior to issuance of this RFQ; office established in Bluegrass Area Development District counties more than 12 months prior to issuance of this RFQ. Project Manager must be located in the local office to be rated as "acceptable". Proposals should clearly present all information regarding all firms submitting as a "team". If the Prime firm qualifies for multiple point assignments, the highest one will be assigned.

Attachment 1

**Project Team Location(s)**

<b>Prime Consultant</b>	<b>Location (City, State)</b>	<b>Date Office Established</b>	<b>Total Number of Employees</b>	<b>No. of Employees expected to work on DOE projects</b>
Headquarters				
Local Office				
PM Location				
<b>SubConsultants</b>				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

**Notes:**

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

## Attachment 2 – RFP #13-2014 Scoring Sheet

### RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

Consultant Name:					
Project Category:					
Selection Criteria	Notes	Score (1-5)	Weighted Factor Multiplier (A)	Total Points Possible (B)	Weighted Score (A x B)
Overall expertise of the firm	Acceptable: at least 3 similar projects:			15	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years:			25	
Past performance in the service category	Based on work for LFUCG and/or reference clients:			25	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years:			15	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ:				
	4.5 - Prime has "local" HQ:				
	4.0 - Prime has non-local Kentucky HQ:				
	3.5 - Prime has non-local KY office:				
	1.0 to 3.0 - Prime has no Kentucky office (consider distance):			20	
<b>Final Technical Score</b>				<b>100</b>	



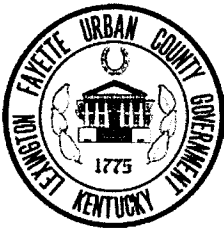
## Attachment 2 – RFP #13-2014 Scoring Sheet

RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

Affidavit \_\_\_\_\_  
 Affirmative Action Plan \_\_\_\_\_  
 EEO Agreement \_\_\_\_\_  
 Workforce Analysis \_\_\_\_\_  
 Insurance \_\_\_\_\_

Comments:

	<b>Adjective</b>	<b>Numeric Rating</b>	<b>Weighted Factor Multiplier (A)</b>
Comments:			
Fails to meet minimum requirements; major deficiencies which are not correctable	Unacceptable	1	0.2
Fails to meet requirements, significant deficiencies that may be correctable	Poor	2	0.4
Meets requirements; only minor deficiencies which can be clarified	Acceptable	3	0.6
Meets requirements and exceeds some requirements; no deficiencies	Good	4	0.8
Exceeds most, if not all requirements; no deficiencies	Excellent	5	1.0



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

RFP Number: #**13-2014**

Date: March 3, 2014

Subject: **Request for Qualifications for Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

*Paragraph two on page one should read as follows and agree with the date on the website:*

“Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 26, 2014.**”

*Paragraph one on page two should read as follows:*

**Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12<sup>th</sup>, 2014 at 2:00 PM local time.**

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF PROPOSER: \_\_\_\_\_



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

RFP Number: #**13-2014**

Date: March 7, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

*Disregard Addendum #1 issued on this page earlier today, March 7, 2014. That addendum was for RFP #14-2014 Request for Qualifications – Supplemental Legal Services and posted to the page for RFP #13-2014 in error.*

Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

RFP Number: #**13-2014**

Date: March 17, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

- Sign in sheets from March 10<sup>th</sup>, 2014 Pre-Proposal Meeting attached
- Questions and Answers attached

Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_

## SIGN-IN SHEET

RFP #13-2014 Request for Qualifications for Professional Engineering Services  
 March 10<sup>th</sup>, 10:00 am 101 E Vine St, Lexington KY 40507

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG – Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Askin	strand	225-8500	Mark.Askin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSI, LLC	233-2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul PARSEN	THELEN ASSOCIATES	226-0761	PARSEN@thelena.com
Laura Mize	Lockner	224-4476	LMIZE@hwlockner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9293	g.isaacs@palmer.net.com
Kevin Dameron	Palmer	859.537.6677	kdamron@palmer.net.com
MIKE MERRIMAN	S&ME	859-293-5518	M.MERRIMAN@SMEINC.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
JUSTIN ANDERSON	HDR ENGINEERING	859-583-0732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Pavelich	BFMJ Structural Eng	859-278-5050	n.pavelich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Anslie	L.F. Leggett	859-252-7558	janslie@leggett.com
WALTER BOWMAN	W. Bowman Assoc.	859 619 0129	waltbowman@twc.com





## Questions for RFP #13-2014

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

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

---

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

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

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

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

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

---

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

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

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

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



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

ANSWER: If the vendor meets the goals for the project, firms are still required to return the Good Faith Efforts form and check all the things they did to find MWBEs for the job. The Quote Summary Form is part of the documentation needed if the vendor does not meet the goals for the project. It is not a required form for submittals. The Substitution Form and the Monthly Payment Report are documents that will be used by the company selected to work on the project.

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

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

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

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

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

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

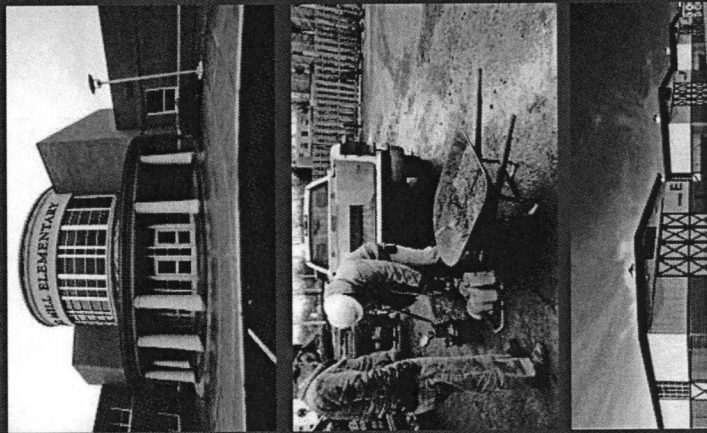
ANSWER: No fee cap has been set for total project assignments to any single consultant, nor has a project dollar limit been set. However, we anticipate that projects of considerable size which will utilize federal funding will need to have separate, individual RFQ's. At the other extreme, in the case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

**EXHIBIT B**

STATEMENT  
- OF -  
QUALIFICATIONS



CONTRACT 7: GEOTECHNICAL TESTING, ANALYSIS AND DESIGN  
& CONTRACT 8: CONSTRUCTION INSPECTION



LFUGG PROFESSIONAL ENGINEERING SERVICES  
MARCH 26, 2014



March, 26 2014

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

RE: RFP #13-2014 – Request for Qualifications for Professional Engineering Services;  
Category 7: Geotechnical Testing, Analysis, and Design  
Category 8: Construction Inspection

Dear Ms. Maynard,

**L.E. Gregg Associates** is a name that has been associated with **reliability and experience for 57 years**. We have completed projects in North Dakota, Pennsylvania, Indiana, Ohio, West Virginia and throughout the State of Kentucky. We are pleased to submit our Statement of Qualifications for prequalification in **Category 7: Geotechnical Testing, Analysis and Design** and **Category 8: Construction Inspection**. We believe that our knowledge and experience from working in the city of Lexington for the past 57 years offers LFUCG the best and most cost effective service possible for these categories. L.E. Gregg brings the following to your projects:

- Project team recently completed work on the Blue Sky Pump Station & Force Main Project, Rogers Road Area Stormwater Improvements Design, and Woodland Storm Sewer Replacement with LFCUG,
- Project team members are familiar with LFCUG's engineering standards and specifications,
- L.E. Gregg Associates is a registered Small Business with the SBA,
- Team members Abbie Jones Consulting and Vision Engineering are certified LFUCG DBE's,
- All of the project team firms are headquartered locally in Lexington, Kentucky,
- 100% Central Kentucky based staff to perform work.

On behalf of L.E. Gregg Associates, we thank you for the opportunity to display our experience and **outline the strengths that our team can bring to Category 7: Geotechnical Testing, Analysis and Design and Category 8: Construction Inspection**. We look forward to the opportunity to provide superior engineering services to the Lexington-Fayette Urban County Government through this and many future projects.

Sincerely,  
L.E. GREGG ASSOCIATES

Jason Ainslie, P.E.  
President

**STATEMENT OF QUALIFICATIONS  
LFUCG Dept. of Engineering  
Professional Engineering Services  
Contract 7 & Contract 8**



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**STATEMENT OF QUALIFICATIONS  
LFUCG Dept. of Engineering  
Professional Engineering Services  
Contract 7 & Contract 8**



**1.0 FIRM QUALIFICATIONS**

L.E. Gregg Associates was founded in Lexington, Kentucky in 1957 to provide engineering and materials testing services. Early projects mostly involved highway design, construction and testing. Over time, the firm became well known for geotechnical investigations, materials testing and special inspections for many types of projects including commercial, industrial, and public/municipal facilities. Our firm also provides environmental services such as Phase I and II Environmental Site Assessments as well as geology services.

- Founded in Lexington in 1957
- Locally owned and operated
- 100% of work performed by staff located in Kentucky
- Registered small business with SBA

L.E. Gregg is well staffed to complete a variety of projects on time and within budget while still delivering professional and quality work. We have completed geotechnical investigations and construction inspection projects in North Dakota, Pennsylvania, Indiana, Ohio, West Virginia and throughout all regions of Kentucky. Located on High Street, near downtown Lexington, the company has been locally owned and operated for the past 57 years.

"The staff at L.E. Gregg are very professional and knowledgeable. The company provides the highest level of professional service to their clients."

- Mr. Fred Eastridge, Director of Civil Engineering  
ECSI, LLC

Our in-house soils and concrete laboratory is run by a professional geologist, Mr. Jim Zimmer, who has 38 years of experience in the industry. The L.E. Gregg lab is certified bi-annually by the Cement and Concrete Reference Laboratory (CCRL) for concrete, aggregate and mortar testing and the AASHTO Materials Reference Laboratory

(AMRL) for soils testing. We are also currently the only lab in Kentucky that is CCRL certified for ASTM C140, which is for the compressive strength of CMU block. The L.E. Gregg lab is certified with the Kentucky Transportation Cabinet (KYTC) and our firm is also KYTC pre-qualified for geotechnical, environmental and construction testing services.

Through the relationships we have developed with our clients and by performing quality work, L.E. Gregg has developed a reputation for our knowledge and experience in providing geotechnical engineering and construction inspection services. We strive not only to meet the needs of our clients, but to anticipate and exceed them whenever possible. This is done by communicating with our clients on a regular basis regarding project progress and goals, and through dedicated cost management.

**Geotechnical, Environmental & Materials Engineering Since 1957**

**STATEMENT OF QUALIFICATIONS**  
**LFUCG Dept. of Engineering**  
**Professional Engineering Services**  
**Contract 7 & Contract 8**



The L.E. Gregg team will also include Abbie Jones Consulting and Vision Engineering. The combined experience and resources our companies offer will ensure that any geotechnical or construction inspection project our team is selected for will exceed LFCUG's expectations.

Ms. Abbie Jones founded **Abbie Jones Consulting, a LFCUG Certified DBE**, in Lexington in 2011 with a vision to provide professional engineering and land surveying focused on building sustainable communities for future generations. Abbie Jones Consulting will **provide professional land surveying services** as needed on LFCUG geotechnical projects including boring location staking, topographic surveying, boundary surveys and elevation certification.

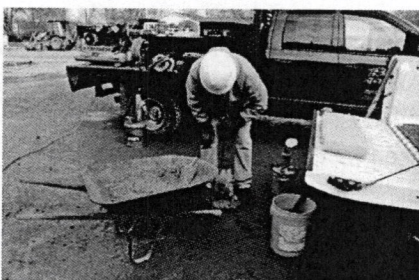
Another key member of our team is **Vision Engineering**, which is also a **LFCUG Certified DBE**. Vision Engineering was founded in 2003 and specializes in environmental and water resources engineering, as well as surveying and easement acquisition services. As a member of our team, Vision will **provide surveying services and preparation of record drawings/as-builts**.

The L.E. Gregg Associates team is well qualified to provide engineering services to the Lexington-Fayette Urban County Government Department of Engineering for Category 7: Geotechnical Testing, Analysis, and Design and Category 8: Construction Inspections because of our **team's knowledge and experience with similar projects for LFCUG and many other projects throughout Kentucky and surrounding states**.

**"Complete, responsive service. The company is a great referral to my clients. L.E. Gregg has an excellent reputation in our industry".**

**- Jay Million, Principal Architect  
Million Architecture**

There are numerous challenges that a subsurface investigation can discover that can and do alter the entire path and cost of a project. **As a result of our experience in the geotechnical field**, we can advise our clients on how to address these issues with **cost effective engineering principles** starting from the inception of a project all the way through project completion. These services prove beneficial to both a project's schedule and budget.

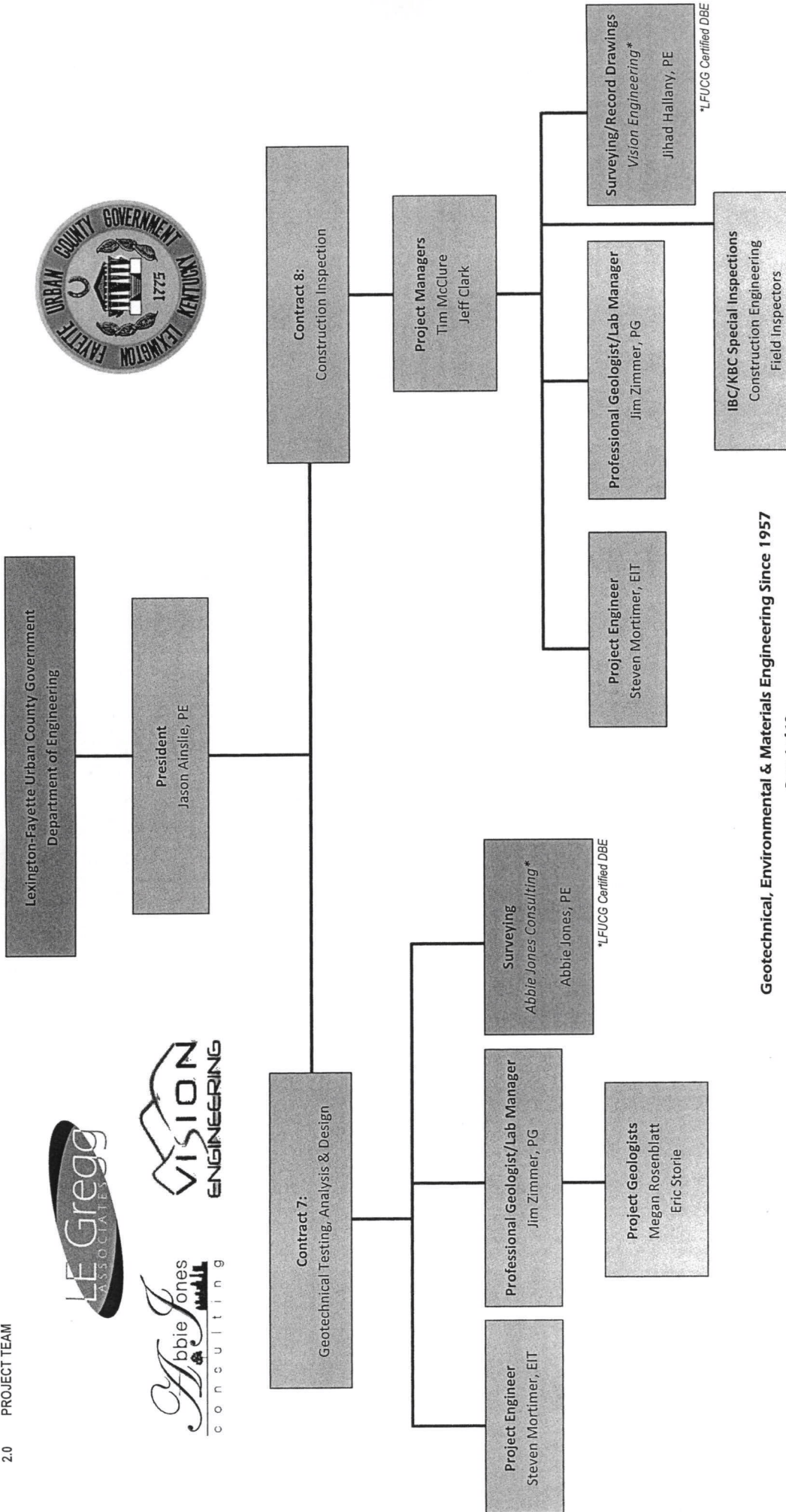


Our knowledge and experience in the area of **construction inspections and International Building Code (IBC)/Kentucky Building Code (KBC) Special Inspections** will provide LFUCG with the assurance that your projects are completed with the quality materials and superior workmanship that the specifications demand.

**Geotechnical, Environmental & Materials Engineering Since 1957**

STATEMENT OF QUALIFICATIONS  
 LFUCG Dept. of Engineering  
 Professional Engineering Services  
 Contract 7 & Contract 8

2.0 PROJECT TEAM



**Jason Ainslie, PE - President and Principal Engineer**  
**Contracts 7 & 8**  
**Lexington, KY**

Mr. Ainslie is a Registered PE with more than 13 years of experience in the industry. Jason will be the principal engineer for services provided to LFUCG DOE and will be responsible for the oversight and engineering support for geotechnical and construction inspection projects.

**Professional Licenses/Certifications:**

Professional Engineer KY, #23677  
Professional Engineer IN, #10310508  
Professional Engineer WV, # 20248  
Professional Engineer ND, # 8834  
ICC Masonry Inspector  
OSHA 40 Hour HAZWOPER

**Education:**

BS, Geological Engineering, University of  
Missouri – Rolla; Rolla, Missouri, 1999

**Representative Experience:**

**Bluegrass Steeplechase Estates** – Mr. Ainslie was the principal engineer for the geotechnical investigation for this assisted living project which consisted of 6 buildings with total foot print of approximately 7,700 sf. The project encountered many geotechnical issues including shallow bedrock, soft soils and uncontrolled fill materials.

**Bluegrass Airport T-Hangars** – Mr. Ainslie was the principal engineer for the geotechnical investigation for this project which consisted of 3 T-Hangar buildings with a total foot print of approximately 53,000 sf. The project encountered many geotechnical issues including shallow bedrock, potential karst activity, springs, fill materials and high plasticity clays.

**Bowling Green Metal Forming** – Mr. Ainslie planned and executed the geotechnical exploration for this 1.2 million sf manufacturing facility. Exploration included 127 bores; many to depths of 100 ft. In addition, Mr. Ainslie was the project manager for the site during construction and managed a team of construction inspection technicians. Inspection considerations included over 700 caissons, environmental liners, dozens of sinkholes, structural steel, soil fill and concrete testing.

**Glasgow Municipal Airport** – Mr. Ainslie was the project engineer in charge of the construction inspection of this 800 ft long runway extension with fills exceeding 50 ft in depth. Jason managed a team of technicians providing around the clock testing. In addition, Jason was responsible for the quality control procedures enacted during asphalt placement.

**Lafarge Cement Plant** – Mr. Ainslie was project manager for this multiphase investigation into failures and complications with the deep pile foundation systems used in the construction of a new plant. Responsibilities included the planning and execution of a drilling program with more than 100 borings; each to a minimum depth of 100 ft, managing and coordinating 6 drill crews, providing daily feedback to Lafarge management as well as developing boring logs and analysis of subsurface conditions.



**Steven Mortimer, EIT – Project Engineer**  
**Contracts 7 & 8**  
**Lexington, KY**

Mr. Mortimer is a Radiation Safety Officer (RS) and project engineer at L.E. Gregg. Steven also holds degrees in Environmental Science as well as Civil Engineering. His responsibilities include overseeing and reporting results of geotechnical investigations, coordinating daily field testing activities for inspections, reviewing the status of materials testing and special investigations projects on a daily basis as well as marketing support for L.E. Gregg.

**Professional Licenses/Certifications:**

EIT, #ET31200348  
ACI Level I  
APGNA Hazardous Materials  
APGNA Nuclear Gauge  
APGNA RSO

**Education:**

BS, Civil Engineering, University of Southern  
Indiana; Evansville, Indiana, 2012  
BS, Environmental Science, University of  
Evansville; Evansville, Indiana, 2007

**Representative Experience:**

Project Engineer, L.E. Gregg Associates, Lexington, KY 2012 – Present

Field and Lab Technician, Patriot Engineering and Environmental, Evansville, IN 2011 - 2012

**Greensburg WTP** – Mr. Mortimer was responsible for reviewing the data from the subsurface investigation and preparing the geotechnical report for the Greensburg Water Treatment Plant. The investigation included 50 soil test borings and approximately 120 feet of rock core.

**Lancaster WTP** – Mr. Mortimer planned and executed the subsurface investigation for the Lancaster Water Treatment Plant. The investigation consisted of 72 soil test borings and 30 feet of rock coring. After completing the field portion of the investigation, Mr. Mortimer also prepared the geotechnical report.

**Richmond Centre; Richmond, KY** – Mr. Mortimer supervised the subsurface investigation of a failing slope in the Richmond Centre shopping development. Along with the geotechnical report, Mr. Mortimer also prepared a maintenance plan and image inventory for all of the significant slopes in the shopping development.

**Bluegrass Airport SRE & Maintenance Facility; Lexington, KY** – Mr. Mortimer was a member of the design team for the Bluegrass Regional Airport SRE & Maintenance Facility. The project required an extensive subsurface investigation for the design and placement of the facility. Due to the highly karstic nature of the site, multiple mobilizations including 36 soil borings, 50 feet of rock core, and a geophysical survey were needed to complete the geotechnical report for this site.

**Jim Zimmer, PG, Professional Geologist and Lab Manager**  
**Contracts 7 & 8**  
**Lexington, KY**

Mr. Zimmer is a professional geologist with more than 35 years' experience in the industry. Jim is responsible for running the in-house materials testing and soils lab, performing Phase I and Phase II Environmental Site Assessments, as well as performing geologic site investigations in support of ongoing projects.

**Professional Licenses/Certifications:**

Professional Geologist KY, #1141  
Certified Professional Geologist, #10584  
KYTC Aggregate Technician

**Education:**

BS Geology, University of Kentucky;  
Lexington, KY 1990  
BA Anthropology, University of Kentucky;  
Lexington, KY 1974

**Representative Experience:**

September 2003-Present; L.E. Gregg Associates; Lexington, Kentucky

**Project Geologist/Hydrogeologist: Environmental and Engineering Services.** Laboratory coordinator for soil and rock testing and evaluation, Hydrogeological studies including on-site permeability determinations of soil and rock for dams and landfills, Phase I and II Environmental Site Assessments and Karst Inventories.

April 1997-September 2003; Rhodes Incorporated; Lexington, Kentucky

**Project Geologist/Hydrogeologist: Environmental and Engineering Services.** Foundation inspections including bearing capacity determinations of soil and rock, Geophysical investigations for resistivity of soil and rock including field and laboratory classifications for soil and rock, direction of monitoring well installations and development and performance of Phase I and II Environmental Site Assessments.

August 1985-December 1995; S&ME, Inc.; North Carolina

**Environmental Department Manager.** Direction of Sparging Well, Vapor Extraction Well and Methane Monitoring Well installations using Hollow Stem Auger, Mud Rotary Wash and Air Rotary techniques, familiarity with pre-development, development and re-development methods for Groundwater Monitoring Wells as well as EPA sampling protocols, OVA testing methods and on-site permeability testing and performed and directed Phase I and II Environmental Site Assessments.

August 1976-December 1984; Rhodes and Associates, Inc.; Lexington, Kentucky

**Lab Manager, Soils Technician, and Inspector.** Supervised and performed mechanical analysis of soil and rock materials in the lab and identified and tested bearing media for foundation systems in the field.



**Megan Rosenblatt, Project Geologist**

**Contract 7**

**Lexington, KY**

Ms. Rosenblatt is a project/field geologist at L.E. Gregg. She holds a B.S. in Geology and Environmental Science as well as a M.S. in Geosciences. Her responsibilities include maintaining and supervising our in-house concrete laboratory as well as overseeing subsurface investigations and performing Phase I Environmental Site Assessment's. She also assists in the soils lab in support of ongoing projects.

**Education:**

MS Geosciences, University of Montana; Missoula, MT 2010

BS Geology & Environmental Sciences, College of Charleston; Charleston, SC 2006

**Representative Experience:**

Project/Field Geologist; L.E. Gregg Associates; Lexington, KY 2003-Present

Project Geologist; Holman Consulting Engineers 2010-2012

Geology Teaching Assistant & Research Assistant; University of Montana 2007-2009

**Scott County Elementary School; Georgetown, KY** - Miss Rosenblatt was responsible for analyzing a questionable rock source and preparing the geologic report for Scott County Elementary School. The analysis included sampling the rock from the quarry and conducting appropriate tests.

**Bojangles; London, KY** - Miss Rosenblatt supervised the subsurface investigation consisting of 7 soil borings and 10 feet of rock coring. Miss Rosenblatt also analyzed and classified the rock core.

**Nicholasville Road FEMA; Lexington, KY** - Miss Rosenblatt supervised the subsurface investigation for Nicholasville Road FEMA. The investigation consisted of 22 soundings and the determination of rock bearing capacity. After completing the field portion of the investigation, Miss Rosenblatt also prepared the geologic report.

**Hanson Tower; Bowling Green, KY** - Miss Rosenblatt supervised the subsurface investigation for the Hanson Tower. The investigation consisted of one soil boring and 20 feet of rock core. Miss Rosenblatt was also responsible for the soil and rock analysis as well as the stratigraphic analysis.

**Bluegrass Airport SRE & Maintenance Facility; Lexington, KY** - Miss Rosenblatt analyzed 50 feet of rock core and conducted multiple slope analysis and permeability tests for the Bluegrass Regional Airport SRE & Maintenance Facility. Miss Rosenblatt also assisted in the subsurface investigations.

**Tim McClure - Project Manager and Estimator**  
**Contract 8**  
**Lexington, KY**

Mr. McClure is a Project Manager with almost ten years' experience in the industry and overseeing materials testing and Special Inspection projects. His responsibilities include managing the overall progress of materials testing and Special Inspection projects, supervising and assisting technicians, as well as estimating and marketing in support of new project development.

**Certifications:**

ACI Field Level I  
ACI Strength Testing Technician  
ICC Reinforced Masonry Special Inspector  
ICC Reinforced Concrete Special Inspector  
Hazmat Certified  
Nuclear Gauge Safety Trained  
National Collegiate Soils Judging  
Competition– Auburn University

**Education:**

AS Turfgrass Management, Eastern Kentucky  
University; Richmond, KY 2006

**Representative Experience:**

Project Manager and Estimator; L.E. Gregg Associates, Lexington, KY 2001 – Present  
Project Manager and Engineering Technician, MACTEC Engineering and Consulting, Inc.,  
Lexington, KY 2006 – 2008

**Wausau Paper; Harrodsburg, KY** – Mr. McClure served as the senior technician and Project Manager for Special Inspection Services for this \$250,000,000 expansion for a new tissue machine and additional warehouse space. The main phase of this project was the foundation for the tissue machine, which included over 6,000 cubic yards of concrete, often placed in around the clock operations.

**Fox Creek Dam; Flemingsburg, KY** – Mr. McClure served as the Project Manager for this first of its kind project which included the use of Roller Compacted Concrete (RCC) for the dam face and foundation. Over 13,000 cubic yards of RCC was used during construction. Mr. McClure was responsible for the setup of a fully equipped on-site testing laboratory. Also included in this project was the installation and monitoring of vibrating wire piezometers.

**Deep Springs Pump Station; Lexington, KY** - Mr. McClure served as the Project Manager for the Special Inspections for this large pump station built in the middle of a residential area. This project was designed to look like a traditional residential home and included the installation and load testing of rock anchors in a known karst environment as well as traditional concrete testing and reinforcing steel inspections.

**Jeff Clark - Project Manager and Estimator**  
**Contract 8**  
**Lexington, KY**

Mr. Clark is a Project Manager with more than twenty five years' experience in the industry. Jeff is a Project Manager for materials testing and Special Investigations projects. His responsibilities include managing the overall progress of materials testing and Special Investigation projects, supervising and assisting technicians, as well as estimating and marketing in support of new project development.

**Certifications:**

ACI Level I  
Troxler Nuclear Gauge Safety  
KYTC Aggregate Technician  
LFUCG Fundamentals of Erosion &  
Sediment Control Workshop

**Education:**

BS Industrial Technology, Morehead State  
University; Morehead, KY 1985  
AS Welding Technology, Morehead State  
University; Morehead, KY 1982

**Representative Experience:**

Project Manager and Estimator; L.E. Gregg Associates, Lexington, KY 2003 – Present  
Sr Engineering Technician, Rhodes, Inc., Lexington, KY 1996 – 2003  
Sr Engineering Technician, Central Associated Engineers, Lexington, KY 1994 – 1995  
Sr Engineering Technician, James Winstead & Associates, Louisville, KY 1991 – 1994  
Engineering Technician, Haworth, Meyer, & Boleyn, Inc., Frankfort, KY 1988 – 1991

**Wildcat Coal Lodge; Lexington, KY** - Mr. Clark served as the Project Manager for the Special Inspections during the construction of a new dormitory for the UK Men's Basketball team. Mr. Clark was responsible for the daily client interaction between the University and L.E. Gregg.

**AA Highway; Ashland to Alexandria, KY** - Mr. Clark served as the Lead Quality Control Technician for this state highway project. During this project, Mr. Clark was responsible for the oversight of other technicians, soil/cement stabilization, and survey crews.

**University of Pikeville – School of Osteopathic Medicine; Pikeville, KY** - Mr. Clark served as the Project Manager for this 11 story structure. This structure was built on the side of a mountain and required caisson inspections as well as reinforcing steel inspections at heights of 150 feet above the ground and higher. Mr. Clark was also responsible for client interactions and served as a main point of contact for the construction manager.

**STATEMENT OF QUALIFICATIONS  
 LFUCG Dept. of Engineering  
 Professional Engineering Services  
 Contract 7 & Contract 8**



**3.0 CONTRACT 7 – GEOTECHNICAL TESTING, ANALYSIS & DESIGN**

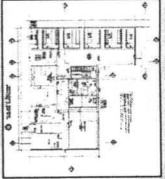

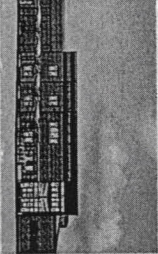
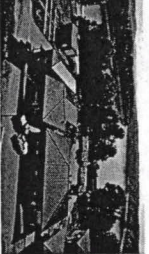

L.E. Gregg has completed geotechnical testing, analysis and design projects for a variety of clients throughout Central Kentucky. This section includes a list of clients with contact information along with a list of projects.

Client/Project Name	Contact Information
<b>Bluegrass Regional Airport</b> - Concourse B Addition - Phase I, Phase II & Phase IIIA - Taxiway D Phase I & Phase II and Taxiway Bravo - Runway 9-27 Phase I & 9-27 Phase II, Nav aids Phase III - Air Carrier Ramp Project - Corporate T-Hangars - Snow Removal Equipment (SRE) & Maintenance Facility	<b>Contact Name:</b> Mark Day, P.E. <b>Title:</b> Director of Engineering and Maintenance <b>Phone:</b> 859-425-3100 <b>Email:</b> mday@bluegrassairport.com
<b>University of Kentucky</b> - Wildcat Coal Lodge - UK/Nicholasville Road FEMA Flood Mitigation Project	<b>Contact Name:</b> Leon Roberts <b>Title:</b> Capital Construction Contracting Officer <b>Phone:</b> 859-323-6457 <b>Email:</b> lrobe2@uky.edu  <b>Contact Name:</b> Keith Ingram <b>Title:</b> Project Manager <b>Phone:</b> 859-257-5911 ext. 237 <b>Email:</b> kingram@uky.edu
<b>Lexington Fayette Urban County Government</b> - Blue Sky Pump Station - Rogers Road Soundings	<b>Contact Name:</b> Steve Farmer, PE <b>Title:</b> Project Manager <b>Phone:</b> 859-425-2404 <b>Email:</b> sfarmer@lexingtonky.gov
<b>Fayette County Public Schools</b> - Glendover, Stonewall & Clays Mill Elementary Schools - Jessie Clark Middle School	<b>Contact Name:</b> Bill Wallace <b>Title:</b> Director of Facility Design and Construction <b>Phone:</b> 859-381-3824 <b>Email:</b> bill.wallace@fayette.kyschools.us
<b>City of Somerset</b> - Somerset Water Treatment Plant	<b>Contact Name:</b> Charles Dick <b>Title:</b> General Manager <b>Phone:</b> 606-678-4466 <b>Email:</b> cdick@cityofsomerset.com
<b>Parsons Brinkerhoff</b> - Snow Removal Equipment (SRE) & Maintenance Facility	<b>Contact Name:</b> Jennifer Kuchinski <b>Title:</b> Assistant Vice President <b>Phone:</b> 314-206-4210 <b>Email:</b> kuchinski@pbworld.com
<b>JRA Architects</b> - Squires Elementary School	<b>Contact Name:</b> Rob Deal <b>Title:</b> Architect <b>Phone:</b> 859-252-6781 <b>Email:</b> rdeal@jrarchitects.com
<b>Lockett &amp; Farley</b> - University of Kentucky Soccer Complex	<b>Contact Name:</b> Kyle Beasley <b>Title:</b> Manager of Structural Engineering <b>Phone:</b> 502-585-4181 <b>Email:</b> rdeal@jrarchitects.com

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**CONTRACT 7 – GEOTECHNICAL TESTING, ANALYSIS & DESIGN  
LIST OF PROJECTS**


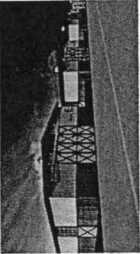


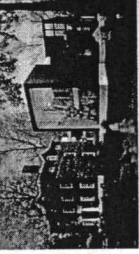


Project Name/Client		Description	Services Provided	Project Team			
				Jason Ainslie, PE	Steven Mortimer, EIT	Jim Zimmer, PG	Megan Rosenblatt
	Lancaster Water Treatment Plant City of Lancaster Geotechnical Report Completed: 2013	L.E. Gregg performed a subsurface investigation to aid in the design and placement of a new Water Treatment Plant (WTP) in Lancaster, Kentucky. The new plant includes an operators building, clear well, high service pump station, settling and flocculation basins, and two large lagoons. The subsurface investigation included 72 soil test borings laid out in a grid over the proposed project site. The site posed some difficulties with most of the natural soils being composed of high plasticity clays and areas of shallow bedrock. It was recommended to either place foundations directly on the underlying bedrock or chemical treat the site with lime to stabilize the soils.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Geotechnical Drilling</li> <li>• Laboratory Testing</li> <li>• Construction &amp; Foundation Recommendations</li> </ul>	✓	✓	✓	
	Winchester Raw and Finished Water Transmission Mains Winchester Municipal Utilities Geotechnical Report Completed: 2014	L.E. Gregg performed rock line soundings in order to aid in the design and placement of water transmission mains for Winchester Municipal Utilities. L.E. Gregg planned and executed rock line soundings at approximately 50 to 100 foot intervals along the alignment. This involved coordination with the design firm, utility locales, and the drilling team in order to mark and drill the sounding locations along the 5 mile transmission main alignment.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Geotechnical Drilling</li> </ul>	✓		✓	✓
	Jessie Clark Middle School Fayette County Public Schools Geotechnical Report Completed: 2013	This project included the complete renovation of the existing Jessie Clark Middle School with a new 2-story addition. L.E. Gregg performed a subsurface investigation to aid in the design of the addition. The investigation included 10 soil test borings and rock line soundings, percolation testing for the placement of permeable pavement, and humidity testing of the existing floor slabs. Pavement design was also provided for the new parking and drive areas.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Geotechnical Drilling</li> <li>• Laboratory Testing</li> <li>• Pavement Design</li> <li>• Percolation Testing</li> <li>• In Slab Humidity Testing</li> <li>• Construction &amp; Foundation Recommendations</li> </ul>	✓	✓	✓	
	Somerset Water Treatment Plant City of Somerset Geotechnical Report Completed: 2011	L.E. Gregg performed a subsurface investigation to aid in the design and placement of new additions to the existing Somerset Water Treatment Plant (WTP). The additions included a chemical feed building, plate settler building, water tanks, and a membrane filter building. The investigation included 70 soil test borings and soundings as well as 110 feet of rock coring. The site posed many issues such as uncontrolled fill materials, high plasticity clays, and a highly karstic terrain. As a result of these issues, L.E. Gregg recommended the use of rammed aggregate piers coupled with grout injection. L.E. Gregg also performed Kentucky Building Code Special Inspections for this project during construction.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Geotechnical Drilling</li> <li>• Laboratory Testing</li> <li>• Construction &amp; Foundation Recommendations – Rammed Aggregate Piers &amp; Grout Injection</li> </ul>	✓		✓	
	Richmond Centre Slope Evaluation Faison & Associates Geotechnical Report Completed: 2012	The Richmond Centre in Richmond, Kentucky has several tall, steep slopes that surround the property. The slopes had begun to show signs of movement and one slope in particular had shown signs of imminent failure. L.E. Gregg performed soil test borings at the top and bottom of one of the failing slopes in order to provide engineering recommendations for remediation. As part of the project, L.E. Gregg also developed a comprehensive maintenance plan and image inventory for all of the significant slopes throughout the property.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Geotechnical Drilling</li> <li>• Laboratory Testing</li> <li>• Slope Analysis</li> <li>• Slope Remediation Recommendations</li> <li>• Design Maintenance Plan &amp; Image Inventory</li> </ul>	✓	✓	✓	

**Geotechnical, Environmental & Materials Engineering Since 1957**

CONTRACT 7 – GEOTECHNICAL TESTING, ANALYSIS & DESIGN  
LIST OF PROJECTS



Project Name/Client		Description	Services Provided	Project Team			
				Jason Ainslie, PE	Steven Mortimer, EIT	Jim Zimmer, PG	Megan Rosenblatt
 Snow Removal Equipment (SRE) & Maintenance Facility Parsons Brinkerhoff and Bluegrass Regional Airport Geotechnical Report Completed: 2013	<p>In order to aid in the design and placement of the new SRE Facility, L.E. Gregg devised the subsurface exploration plan based on the needs of the client and the design team. The exploration included 36 soil test borings and soundings, 7 rock cores and a geophysical survey. The site posed some challenges which included a highly karstic topography, uncontrolled fill materials, varying soil plasticity and areas of shallow bedrock. The drilling was completed using multiple mobilizations in order for the team to alter the design of the facility based on L.E. Gregg's findings.</p> <p>The geophysical survey revealed sinkholes, faults and voids within the underlying bedrock which required the placement of the facility to be modified during the design process.</p>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Design</li> <li>• Geotechnical Drilling</li> <li>• Laboratory Testing</li> <li>• Geophysical Survey</li> <li>• Pavement Design</li> <li>• Construction &amp; Foundation Recommendations</li> </ul>	Jason Ainslie, PE ✓ Steven Mortimer, EIT ✓ Jim Zimmer, PG ✓ Megan Rosenblatt ✓				
 Corporate Hangars J.R. Miller and Associates & Bluegrass Regional Airport Geotechnical Report Completed: 2013	<p>This project was for the addition of two new T-Hangars and the relocation of one existing hangar for the airport's corporate clients. The exploration included 18 soil test borings and 3 rock cores. The airport sits in a highly karstic area, which could cause sinkholes or voids in the underlying bedrock. The pavement sections for this project had to be designed in accordance with FAA specifications for light aircraft. Drainage for the project also had to be designed in accordance with FAA specifications.</p>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Geotechnical Drilling</li> <li>• Laboratory Testing</li> <li>• Pavement Design</li> <li>• Construction &amp; Foundation Recommendations</li> </ul>	Jason Ainslie, PE ✓ Steven Mortimer, EIT ✓ Jim Zimmer, PG ✓ Megan Rosenblatt ✓				
 UK/Nicholasville Road Flood Mitigation Project University of Kentucky Geotechnical Report Completed: 2013	<p>L.E. Gregg completed rock line soundings and pavement design for this project. The project includes many water quantity and quality control measures for the Nicholasville Road area near Commonwealth Stadium that will eliminate drainage and flooding issues. The soundings were performed in order to verify the placement of detention basins, water lines and storm sewer lines.</p> <p>The project will include realignment of Alumni Drive, removal of Shawneeblown Drive and the relocation of waterways. The area will also serve as a passive park with a 900 ft. shared use asphalt trail and viewing areas overlooking the relocated stream. The project received 75% funding through a FEMA Hazard Mitigation Grant.</p>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Geotechnical Drilling</li> <li>• Laboratory Testing</li> <li>• Pavement Design</li> </ul>	Jason Ainslie, PE ✓ Steven Mortimer, EIT ✓ Jim Zimmer, PG ✓ Megan Rosenblatt ✓				
 New Blue Sky Pump Station-Force Main Construction Lexington-Fayette Urban County Government Geotechnical Report Completed: 2013	<p>L.E. Gregg performed rock line soundings in order to aid in the design of the New Blue Sky Pump Station and Force Main. The existing Blue Sky Waste Water Treatment Plant (WWTP) will be eliminated and a new pump station and force main will be constructed that lies into the East Hickman WWTP. L.E. Gregg planned and executed 121 rock line soundings starting at the East Hickman WWTP and ending at the Blue Sky WWTP. This involved coordination with the design firm, utility locales, and the drilling team in order to mark and drill the sounding locations at approximately every 200 feet along the 5 mile force main alignment.</p>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Geotechnical Drilling</li> </ul>	Jason Ainslie, PE ✓ Steven Mortimer, EIT ✓ Jim Zimmer, PG ✓ Megan Rosenblatt ✓				
 Living Arts & Science Center Addition Living Arts & Science Center Geotechnical Report Completed: 2013	<p>This project was completed in order to aid in the design of an addition to the Living Arts and Science Center (LASC) in Lexington. The new building will include Lexington's only Planetarium, an expanded hands-on Discovery Exhibit, new art and science classrooms, a Digital Art Studio, additional Art Gallery Space, and a Clay Studio. The subsurface exploration included eight soil test borings and percolation testing.</p> <p>After the initial report was completed, we were informed by the client that a large amount of fill material would need to be placed on site to bring the new building to grade. Due to this, L.E. Gregg performed additional soil sampling and testing in order to perform a settlement analysis of the site.</p>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Geotechnical Drilling</li> <li>• Laboratory Testing</li> <li>• Settlement Analysis</li> <li>• Construction &amp; Foundation Recommendations</li> <li>• Pavement Design</li> </ul>	Jason Ainslie, PE ✓ Steven Mortimer, EIT ✓ Jim Zimmer, PG ✓ Megan Rosenblatt ✓				



**STATEMENT OF QUALIFICATIONS**  
**LFUCG Dept. of Engineering**  
**Professional Engineering Services**  
**Contract 7 & Contract 8**




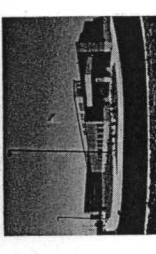
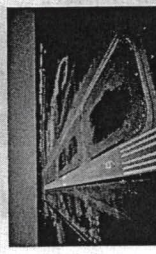
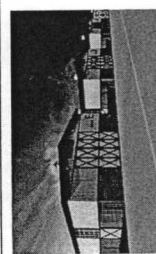

**4.0 CONTRACT 8 – CONSTRUCTION INSPECTION**

L.E. Gregg has performed construction inspection on numerous projects for a variety of clients throughout Central Kentucky. This section includes a list of clients with contact information along with a list of projects.

Client/Project Name	Contact Information
<b>Bluegrass Regional Airport</b> - Concourse B Addition - Phase I, Phase II & Phase IIIA - Taxiway D Phase I & Phase II and Taxiway Bravo - Runway 9-27 Phase I & 9-27 Phase II - Navajids Phase III - Air Carrier Ramp Project - Corporate T-Hangars - Snow Removal Equipment (SRE) & Maintenance Facility	<b>Contact Name:</b> Mark Day, P.E. <b>Title:</b> Director of Engineering and Maintenance <b>Phone:</b> 859-425-3100 <b>Email:</b> mday@bluegrassairport.com
<b>Brown and Kubican, PSC</b> - WB Muncy Elementary School - Clays Mill Elementary School	<b>Contact Name:</b> Dan Kubican, P.E. <b>Title:</b> Principal Owner <b>Phone:</b> 859-543-0933 <b>Email:</b> dkubican@bkse.net
<b>Rockcastle Regional Hospital</b> - Medical Arts Expansion	<b>Contact Name:</b> Gary Asher <b>Title:</b> Director of Facilities <b>Phone:</b> 606-256-2195 <b>Email:</b> g.asher@rhrc.com
<b>Fayette County Public Schools</b> - Glendover Elementary School - Jessie Clark Middle School - Stonewall Elementary School - Clays Mill Elementary School	<b>Contact Name:</b> Bill Wallace <b>Title:</b> Director of Facility Design and Construction <b>Phone:</b> 859-381-3824 <b>Email:</b> bill.wallace@fayette.kyschools.us
<b>Wausau Tissue</b> - Tissue Machine #3 Addition	<b>Contact Name:</b> Chris Weiler <b>Title:</b> Project Manager <b>Phone:</b> 859-733-7956 <b>Email:</b> cweiler@wausaupaper.com
<b>Legend Reality Services</b> - Tractor Supply Store – Grayson, Kentucky - Tractor Supply Store – Spencer, West Virginia - Tractor Supply Store – Belle, West Virginia - Tractor Supply Store – Pikeville, Kentucky - Tractor Supply Store – Paintsville, Kentucky - Tractor Supply Store – Monticello, Kentucky - Tractor Supply Store – Austintown, Ohio - Tractor Supply Store – Renneslear, Indiana - Tractor Supply Store – Bottineau, North Dakota - Tractor Supply Store – Watford City, North Dakota - Tractor Supply Store – Stanley, North Dakota	<b>Contact Name:</b> Dave Howitz <b>Title:</b> Owner <b>Phone:</b> 630-464-1797 <b>Email:</b> dave@legendrealityservices.com
<b>JRA Architects</b> - Wildcat Coal Lodge	<b>Contact Name:</b> Rob Deal <b>Title:</b> Architect <b>Phone:</b> 859-252-6781 <b>Email:</b> rdeal@jrarchitects.com

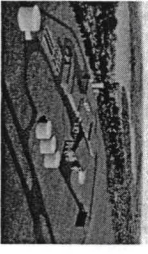

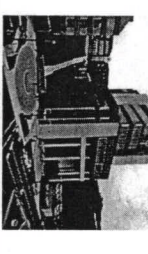

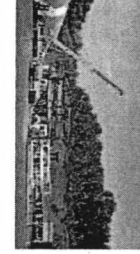


**CONTRACT 8 – CONSTRUCTION INSPECTION  
LIST OF PROJECTS**

Project Name/Client	Description	Services Provided	Project Team			
 <p>Woodland Avenue Sanitary Sewer Project City of Lexington Completed: 2014 Construction Cost: \$700,000</p>	<p>Due to the high traffic count and the need to perform this work during the winter months, LFUCG decided to try a different method of compacting material in a trench setting, utilizing wet jetting. This method aided the contractor in completing the project at a faster rate than typical by using sand and flooding the area with water. The compaction was monitored by L.E. Gregg personnel and the results were reported directly to the contractor and LFUCG. This was one of the first times this technology was used in Lexington.</p>	<ul style="list-style-type: none"> <li>Quality Control</li> <li>Nuclear Density Testing</li> <li>Laboratory Analysis</li> <li>Compaction Observation</li> </ul>	Jason Ainslie, PE	Steven Mortimer, EIT	Tim McClure	Jeff Clark
 <p>Elkhorn Crossing Technical Center - Sinkhole Remediation Scott County Board of Education Completed: 2009 Estimated Construction Cost: \$8,000,000</p>	<p>This project represented a joint effort by the Scott County Board of Education and the Georgetown/Scott County Industrial members to construct a facility designed to introduce students to industrial manufacturing. During the construction of this 63,000 sq ft. facility, two separate sinkholes were encountered. L.E. Gregg was asked to evaluate these karst features, determine if they posed any threat to the new structure and offer suggestions as to how to deal with fixing these areas without affecting the surrounding area.</p>	<ul style="list-style-type: none"> <li>Geotechnical Evaluation</li> <li>Planning</li> <li>Bedrock Evaluation</li> <li>Design</li> <li>Sinkhole Remediation</li> </ul>				
 <p>Bluegrass Airport Runway 9-27 Bluegrass Airport Completed: 2009 Construction Cost: \$27,000,000</p>	<p>Kicking off one of the busiest construction seasons in Bluegrass Airport history, the airport identified the need to realign and relocate their general aviation runway. L.E. Gregg was chosen to provide the Geotechnical and Quality Control Services for this 4,000 foot runway and associated taxiways. Due to the massive amount of site development required to bring the site to grade, L.E. Gregg also provided nuclear soil density testing for 9 consecutive months.</p>	<ul style="list-style-type: none"> <li>Geotechnical Evaluation</li> <li>Design</li> <li>Quality Control Services</li> <li>Laboratory Analysis of Soil</li> </ul>				
 <p>Corporate Hangars J.R. Miller and Associates and Bluegrass Regional Airport Scheduled Completed: 2014</p>	<p>This project included the addition of two new T-Hangars and the relocation of one existing hangar for the airport's corporate clients. Due to the airports close proximity to the Keeneland Race Course and the rich horse racing tradition in Lexington, the airport chose to incorporate this tradition into the design of the new hangars. The hangars will resemble horse barns that are common to the area and will occupy a footprint of nearly 18,000 square feet each. In an effort to reduce the cost of soil import, the decision was made to utilize concrete recycled from previous airport improvement projects. L.E. Gregg performed aggregate gradations during the crushing portion and is currently providing nuclear density testing for the building pads utilizing this crushed material.</p>	<ul style="list-style-type: none"> <li>Planning</li> <li>Geotechnical Evaluation</li> <li>Design</li> <li>Pre-Construction Activities</li> <li>Nuclear Density Testing</li> <li>Concrete Testing</li> <li>Laboratory Analysis</li> </ul>				
 <p>Danville Municipal Center City of Danville Completed: 2011 Construction Cost: \$1,204,851</p>	<p>This project consisted of the renovation of an existing old structure into a new municipal facility that brought many of the City of Danville departments together under one roof. This project required the careful demolition of portions of the existing structure and replacement with new building components. During the demolition of the existing basement, old unaccounted, underground cisterns were encountered requiring a recommendation for sealing these structures off to prevent future soil migration into the tanks. The new portion of the structure consisted of masonry load bearing walls with a structural steel framework.</p>	<ul style="list-style-type: none"> <li>Soil Evaluation</li> <li>Concrete Testing</li> <li>Masonry Testing and Observation</li> <li>Structural Steel Observations</li> </ul>				

**CONTRACT 8 – CONSTRUCTION INSPECTION  
LIST OF PROJECTS**



Project Name/Client	Description	Services Provided	Project Team			
			Jason Ainslie, PE	Steven Mortimer, EIT	Tim McClure	Jeff Clark
 <p>Somerset Water Treatment Plant City of Somerset Completed: 2014 Construction Cost: \$25,000,000</p>	<p>This project includes the newest technology in water treatment, membrane filtration, and became one of the first of its kind in the State of Kentucky. L.E. Gregg provided geotechnical evaluation of the site soils and the underlying bedrock. Due to the severe risk for karst activities in this area, L.E. Gregg recommended a combination of grout injection and tamped aggregate piers to account for the karstic environment and the heavy loads of the new structures. L.E. Gregg also provided the Special Inspection Testing Services for this manquee project. The structures were designed with concrete load bearing walls below grade and masonry walls above grade.</p>	<ul style="list-style-type: none"> <li>• Geotechnical Evaluation</li> <li>• Design</li> <li>• Quality Control Services</li> <li>• Laboratory Analysis of Soil</li> <li>• Concrete Testing</li> <li>• Structural Steel Inspections</li> <li>• Masonry Observations</li> </ul>	✓	✓	✓	✓
 <p>Fox Creek MPS #4 Natural Resource Conservation Service (NRCS) Completed: 2011 Construction Cost: \$4,000,000</p>	<p>This project was the first of its kind in the Commonwealth of Kentucky. State legislation was changed in order to accommodate this project and the new type of technology being implemented in the design of this multi-purpose spillway. For the first time, water was allowed to top a spillway as a means of controlling excess water in the lake. L.E. Gregg was tasked with providing Quality Control Services at our on-site laboratory. Also unique to this project was the use of Roller Compacted Concrete (RCC) for the dam facing and using GROUT ENRICHED ROLLER COMPACTED CONCRETE (GERCC) for the exposed areas of the spillway. L.E. Gregg provided concrete mix design analysis, uniformly testing, gradations, nuclear density testing of concrete and vibrate consistency testing. Due to the success of this project, the Kentucky Office of Dam Safety now uses the same method to rehabilitate other dams in the state.</p>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Quality Control</li> <li>• Concrete Mix Design</li> <li>• Laboratory Analysis</li> <li>• Nuclear Density Testing</li> <li>• Piezometer Installation</li> </ul>			✓	✓
 <p>School of Osteopathic Medicine University of Pikeville Completed: 2011 Construction Cost: \$25,000,000</p>	<p>This manquee project was designed to accommodate the University's expanding School of Osteopathic Medicine. This new structure rises 11 stories and provides the massive square footage needed for new academic space. The foundation system consists of drilled piers utilizing both skin friction and end bearing capacities. Due to the erratic bedrock elevations encountered during construction, the depth of the caissons varied from 3' to 40'. L.E. Gregg provided down-hole inspections to determine the competency of the bedrock and to locate any voids or seams that could jeopardize the foundation system. L.E. Gregg was also tasked with providing observations for the reinforcing steel used in the construction of the stair towers and elevator shafts, often at heights of over 150 ft. L.E. Gregg maintained an onsite representative for almost one year. This representative was also in charge of providing the compressive strength testing at a local laboratory.</p>	<ul style="list-style-type: none"> <li>• Bedrock Evaluation</li> <li>• Caisson Inspection</li> <li>• Concrete Testing</li> <li>• Spray Applied Fire Proofing Testing</li> <li>• Bidding</li> <li>• Structural Steel Inspections</li> <li>• Ultra Sonic Testing of welds</li> <li>• Floor Flatness/Levelness</li> </ul>	✓		✓	✓
 <p>Rockcastle Industrial Park South - Roadway Rockcastle Industrial Authority Completed: 2011 Construction Cost: \$4,500,000</p>	<p>This 95 acre tract of land was purchased and developed to serve as a second industrial park for the Rockcastle County Industrial Authority. Within this project, L.E. Gregg performed testing and observation services for approximately one mile of roadway. This project included 20,000 cubic yards of soil fill. During the construction phase, L.E. Gregg worked with local aggregate and asphalt suppliers to determine the optimal density for the DGA and bituminous asphalt used for the roadway.</p>	<ul style="list-style-type: none"> <li>• Quality Control</li> <li>• Nuclear Density Testing</li> <li>• Asphalt Testing</li> <li>• Laboratory Analysis</li> </ul>			✓	✓
 <p>Ferus Nitrogen Gas Plant Jenkins, Kentucky Completed: 2011 Construction Cost: \$30,000,000</p>	<p>This liquid nitrogen facility plant has the capacity to produce 200 tons of liquid nitrogen per day and is strategically situated within the Appalachian natural gas field. Due to this site being situated on a former coal strip mine, special attention was given to the foundation system for this large facility. L.E. Gregg was selected to perform quality control and Special Inspection services during the construction phase.</p>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Quality Control</li> <li>• Nuclear Density Testing</li> <li>• Concrete Testing</li> </ul>	✓		✓	✓

**STATEMENT OF QUALIFICATIONS  
 LFUCG Dept. of Engineering  
 Professional Engineering Services  
 Contract 7 & Contract 8**



5.0 LOCAL OFFICE

**Attachment 1**

**Project Team Location(s)**

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE projects
Headquarters	446 E. High Street, Suite 140 Lexington, KY 40507	1957	15	10
Local Office				
PM Location	Lexington, KY			
<b>Subconsultants Name:</b>	Abbie Jones Consulting			
Service Provided	Surveying			
Headquarters	1022 Fontaine Road Lexington, KY 40502	2011	4	4
Local Office				
Name:	Vision Engineering			
Service Provided	Surveying/Civil			
Headquarters	3399 Tates Creek Road, Suite 250 Lexington, KY 40502	2003	9	3
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 sub-consultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DOE finds that the identified sub-consultants are not being utilized to deliver assigned work products.

**STATEMENT OF QUALIFICATIONS  
LFUCG Dept. of Engineering  
Professional Engineering Services  
Contract 7 & Contract 8**



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**6.0 DBE STATEMENT**

L.E. Gregg Associates understands the Lexington-Fayette Urban County Government's (LFUCG) goal that not less than ten percent of the total value of work conducted on projects be performed by certified DBE's. We are committed to meeting and exceeding this goal on any projects our team is selected for as a result of the Department of Engineering's prequalification of firms to perform Contract 7: Geotechnical Testing, Analysis and Design and Contract 8: Construction Inspection Services.

As a local firm, L.E. Gregg understands and is committed to the importance of supporting other local businesses and DBE's. We are proud to offer LFUCG a project team that includes 100% locally headquartered businesses along with LFUCG Certified DBE's.

Our staff have attended events and pre-proposal meetings held to increase DBE exposure and we also have requested LFUCG's list of certified DBE firms which is kept on file and referenced when opportunities for teaming arise. L.E. Gregg has also established relationships with several DBE firms in Lexington whom we have worked with on a number of other opportunities. We are glad to include both Vision Engineering and Abbie Jones Consulting to provide services on projects our team is selected for.

Please see Appendix A for the completed LFUCG MBE/WBE Participation Form.



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**APPENDIX A – TABLE OF CONTENTS**

**AFFIDAVIT**

**FIRM INFORMATION**

**EQUAL OPPORTUNITY AGREEMENT**

**AFFIRMATIVE ACTION PLAN**

**WORKFORCE ANALYSIS FORM**

**MBE/WBE PARTICIPATION FORM**

**GENERAL PROVISIONS**

## AFFIDAVIT

Comes the Affiant, Jason Ainslie, P.E., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jason Ainslie, P.E. and he/she is the individual submitting the proposal or is the authorized representative of LE Gregg Associates, 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.

Jason Ainslie

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jason Ainslie, P.E. on this the 26 day of March, 2014.

My Commission expires: Oct 14 2017

David Ball  
NOTARY PUBLIC, STATE AT LARGE



Firm Submitting Proposal: LE Gregg Associates

Complete Address: 446 E. High Street, Suite 140, Lexington, KY 40507  
Street City Zip

Contact Name: Jason Ainslie Title: President

Telephone Number: 859/252-7558 Fax Number: 859/255-0940

Email address: jainslie@legregg.com

**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.*

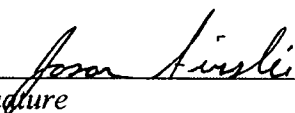
\*\*\*\*\*

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

LE Gregg  
\_\_\_\_\_  
Name of Business

**AFFIRMATIVE ACTION PLAN FOR  
EQUAL EMPLOYMENT OPPORTUNITY AT  
L.E. GREGG ASSOCIATES**

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 engineering technicians, draftspersons, and administrative/Clerical is mostly state-wide. Beginning engineering technicians, 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: 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.
- e. 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.
- f. 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.
- g. 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 category of engineering technician, 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, draftsperson and secretary.

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

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

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, 2012.

By Jason Ainslie  
Jason Ainslie, President

Date 3-26-14

**WORKFORCE ANALYSIS FORM**Name of Organization: LE GreggDate: 03 / 10 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								1
Professionals	4	3	1							3	1
Superintendents											
Supervisors	4	4								4	
Foremen											
Technicians	9	8	1							8	1
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	<b>18</b>	<b>15</b>	<b>3</b>							<b>15</b>	<b>3</b>

Prepared By: Steven Mortimer, Project Engineer

Name &amp; Title

**LFUCG MBE/WBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # RFP #13-2014 Professional Engineering Services

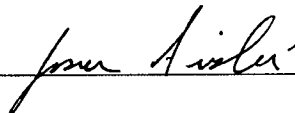
The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

<b>MBE/WBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value Of the Work</b>	<b>% Value of Total Contract</b>
1. Abbie Jones Consulting Abbie Jones, P.E. 1022 Fontaine Road Lexington, KY 40502 859/559-3443 abbie@abbie-jones.com	Surveying Services	N/A	At least 10%
2.			
3.			
4.			

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

LE Gregg Associates  
Company

March 26, 2014  
Date

By 

President  
Title



**LFUCG MBE/WBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # RFP #13-2014 Professional Engineering Services

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.

<b>MBE/WBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value Of the Work</b>	<b>% Value of Total Contract</b>
1. Vision Engineering Jihad Hallany, P.E. 3399 Tates Creek Road, Suite 250 Lexington, KY 40502 859/559-0516 jhallany@visionengr.com	Surveying Services Record Drawings Review	N/A	At least 10%
2.			
3.			
4.			

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

LE Gregg Associates  
Company

March 26, 2014  
Date

*Jason Aiulei*  
By

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

3-26-14  
\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2014

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

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

<b>PRODUCER</b>  The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 502-244-1343      FAX (A/C, No): 502-244-1411 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> J/L, Inc. dba L.E. Gregg Associates, Inc  c/o Bell Engineering 2480 Fortune Drive, Suite 350 Lexington, KY 40509	<b>INSURER A:</b> Kentucky Employers' Mutual Insurance      10320	
	<b>INSURER B:</b> XL Specialty Insurance Company      37885	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>  <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIO AGG \$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	369595	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			DPR9703856	04/01/2013	04/01/2014	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)

Project: Lexington-Fayette Urban Co Government, Lexington, KY

**CERTIFICATE HOLDER**      **CANCELLATION**

Lexington-Fayette Urban County Government Theresa Maynard-Buyer Senior 200 East Main Street Room 338 Government Center Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> <b>Al Torstrick Insurance Agency Inc</b> <b>343 Waller Avenue</b>  <b>Lexington KY 40504</b>	<b>CONTACT NAME:</b> Stephanie Casey	
	<b>PHONE (A/C, No, Ext):</b> (859) 233-1461	<b>FAX (A/C, No):</b> (859) 281-9450
<b>E-MAIL ADDRESS:</b> scasey@altorstrick.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Grange Mutual		<b>14060</b>
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER: 2013-2014** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPP233630806	10/10/2013	10/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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			CPP233630806	10/10/2013	10/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-2625460-04	10/10/2013	10/10/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Valuable Papers & Records cov. on premises			CPP233630806	10/10/2013	10/10/2014	Valuable Papers covered up to \$500,000 Per Loss Aggregate <span style="float: right;">Up to 500,000 agg.</span>

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

For the Project(s) of: Lexington-Fayette, Urban County Government, Lexington, KY

<b>CERTIFICATE HOLDER</b>  Lexington-Fayette Urban County Government Theresa Maynard-Buyer Senior Room 338 Government Center 200 East Main Street Lexington, KY 40507	<b>CANCELLATION</b>  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  Stephanie Casey/MJA <i>Stephanie Casey</i>
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Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

RFP Number: **#13-2014**

Date: March 3, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

*Paragraph two on page one should read as follows and agree with the date on the website:*

"Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 26, 2014.**"

*Paragraph one on page two should read as follows:*

**Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12<sup>th</sup>, 2014 at 2:00 PM local time.**

Todd Slatin, Director  
Division of Central Purchasing

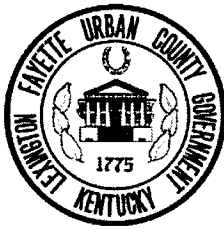
All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

**COMPANY:** LE Gregg Associates

**ADDRESS:** 446 East High Street, Suite 140, Lexington, KY 40507

**SIGNATURE OF PROPOSER:**





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

RFP Number: **#13-2014**

Date: March 7, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

*Disregard Addendum #1 issued on this page earlier today, March 7, 2014. That addendum was for RFP #14-2014 Request for Qualifications – Supplemental Legal Services and posted to the page for RFP #13-2014 in error.*

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY: LE Gregg Associates

ADDRESS: 446 E. High Street, Suite 140, Lexington, KY 40507

SIGNATURE OF PROPOSER:



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

RFP Number: #**13-2014**

Date: March 17, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

- Sign in sheets from March 10<sup>th</sup>, 2014 Pre-Proposal Meeting attached
- Questions and Answers attached

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY: LE Gregg Associates

ADDRESS: 446 East High Street, Suite 140, Lexington, KY 40507

SIGNATURE OF PROPOSER:

### SIGN-IN SHEET

RFP #13-2014 Request for Qualifications for Professional Engineering Services  
 March 10<sup>th</sup>, 10:00 am 101 E Vine St, Lexington KY 40507

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG - Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Astin	strand	225-8500	Mark.Astin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSI, LLC	233.2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul WARSEN	THELEN ASSOCIATES	226-0761	WARSEN@thelensoc.com
Laura Mize	Lochner	224-4476	LMIZE@hwlochner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9293	gisaacs@palmer.net.com
Kevin Dameron	Palmer	859.537.6677	kdameron@palmer.net.com
MIKE MERRIMAN	S&ME	859-293-5518	M.MERRIMAN@SMEINC.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
JUSTIN ANDERSON	HDR ENGINEERING	859-583-5732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Pavellich	BFMJ Structural Eng	859-278-5050	n.pavellich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Anstie	L.F. Gregg	859-252-7558	janstie@legregg.com
WALTER BOWMAN	W. Bowman Assoc.	859 619 0129	walbhowman@twc.com





## Questions for RFP #13-2014

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

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

---

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

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

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

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

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

---

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

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

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

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

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

ANSWER: If the vendor meets the goals for the project, firms are still required to return the Good Faith Efforts form and check all the things they did to find MWBEs for the job. The Quote Summary Form is part of the documentation needed if the vendor does not meet the goals for the project. It is not a required form for submittals. The Substitution Form and the Monthly Payment Report are documents that will be used by the company selected to work on the project.

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

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

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

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

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

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

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

446 EAST HIGH STREET  
SUITE 140  
LEXINGTON, KY  
859-252-7558







# CERTIFICATE OF LIABILITY INSURANCE

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

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PRODUCER Al Torstrick Insurance Agency Inc 343 Waller Avenue  Lexington KY 40504	CONTACT NAME: Stephanie Casey	
	PHONE (A/C, No, Ext): (859) 233-1461 FAX (A/C, No): (859) 281-9450 E-MAIL ADDRESS: scasey@altorstrick.com	
INSURED JJL Inc., DBA: L E Gregg Associates 446 E High St  Lexington KY 40505	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :Grange Mutual	14060
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER:2013-2014 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP233630806	10/10/2013	10/10/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			CPP233630806	10/10/2013	10/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP-2625460-04	10/10/2013	10/10/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> CLAIMS-MADE					\$
							WC STATUTORY LIMITS OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Valuable Papers & Records cov. on premises			CPP233630806	10/10/2013	10/10/2014	Valuable Papers covered up to \$500,000 Per Loss Aggregate
							Up to 500,000 agg.

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

For the Project(s) of: Lexington-Fayette, Urban County Government, Lexington, KY

### CERTIFICATE HOLDER

### CANCELLATION

Lexington-Fayette Urban County Government Theresa Maynard-Buyer Senior Room 338 Government Center 200 East Main Street Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Stephanie Casey/MJA <i>Stephanie Casey</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2014

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

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

<b>PRODUCER</b> The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 502-244-1343		FAX (A/C, No): 502-244-1411
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> JJL, Inc. dba L.E. Gregg Associates, Inc  c/o Bell Engineering 2480 Fortune Drive, Suite 350 Lexington, KY 40509	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Kentucky Employers' Mutual Insurance		10320
	<b>INSURER B:</b> XL Specialty Insurance Company		37885
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

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

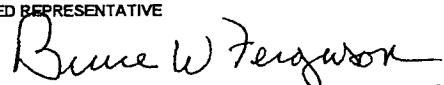
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	369595	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	N/A
B	Professional Liability			DPR9714337	04/01/2014	04/01/2015	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)

Project: Lexington-Fayette Urban Co Government, Lexington, KY

**CERTIFICATE HOLDER**                      **CANCELLATION**

Lexington-Fayette Urban County Government Theresa Maynard-Buyer Senior 200 East Main Street Room 338 Government Center Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**LFUCG PROJECT ASSIGNMENT NO. \_\_\_\_\_  
UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR**

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**CONSULTANT**

**OWNER**

<b>Name</b>	<u>L.E. Gregg Associates, Inc.</u>	<u>Lexington Fayette Urban County Government</u>
<b>Street Address</b>	<u>446 E. High St. #140</u>	<u>200 East Main Street</u>
<b>City, State, Zip</b>	<u>Lexington, KY 40507</u>	<u>Lexington, KY 40507</u>
<b>Contact Person</b>	<u>Jason Ainslie</u>	<u>Brad Frazier</u>
<b>Telephone</b>	<u>859-252-7558</u>	<u>859-258-3410</u>
<b>Fax</b>	<u>859-255-0940</u>	<u>859-258-3458</u>
<b>E-Mail</b>	<u>jainslie@legregg.com</u>	<u>bfrazier@lexingtonky.gov</u>

**Project Assignment Date:** \_\_\_\_\_

**Task Name:** \_\_\_\_\_

**Task ID:** \_\_\_\_\_

**SCOPE OF WORK/DELIVERABLES**

**SCHEDULE OF WORK**

**FEE**

**ACCEPTED BY:**

**AUTHORIZED BY:**

\_\_\_\_\_  
Consultant's Authorized Signature

\_\_\_\_\_  
Owner's Authorized Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

*Two originals of this work order shall be executed by the Owner and returned to L.E. Gregg Associates, Inc. A fully executed copy will be returned to the Owner.*